

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 19[] 1921

No. [] 5

THE UNITED STATES OF AMERICA, APPELLANT,

vs.

NORTHERN PACIFIC COMPANY, CENTRAL PACIFIC
RAILWAY COMPANY, UNION TRUST COMPANY OF
NEW YORK, ET AL.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR
THE DISTRICT OF UTAH.

VOLUME IV.

FILED JULY 20, 1917

In Equity, No. 420.

In the District Court of the United States,
District of Utah.

UNITED STATES OF AMERICA, PETITIONER,
v.
SOUTHERN PACIFIC COMPANY, CENTRAL PACIFIC
RAILWAY COMPANY ET AL., DEFENDANTS.

RECORD—VOLUME 4.

PETITIONER'S EXHIBITS.

Pages 1223 to 1274, inclusive.

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1 PETITIONER'S EXHIBIT No. 1, SEPTEMBER 21, 1914.

(Map of the United States showing, in purple, the lines of the Central Pacific Railroad Company; in red, the lines operated or controlled by the Southern Pacific Company other than the Central Pacific; and in blue, the lines operated by the Union Pacific Railroad Company. Pursuant to agreement of counsel this map is not to be reproduced in the volume of exhibits.)

2 PETITIONER'S EXHIBIT No. 2, SEPTEMBER 21, 1914.

(U. S. Statutes at Large, vol. 12, pp. 489-498.)

CHAP. CXX.—An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That Walter S. Burgess, William P. Blodget, Benjamin H. Cheever, Charles Fosdick Fletcher, of Rhode Island; Augustus Brewster, Henry P. Haven, Cornelius S. Bushnell, Henry Hammond, of Connecticut; Isaac Sherman, Dean Richmond, Royal Phelps, William H. Ferry, Henry A. Paddock, Lewis J. Stancliff, Charles A. Secor, Samuel R. Campbell, Alfred E. Tilton, John Anderson, Azariah Boody, John S. Kennedy, H. Carver, Joseph Field, Benjamin F. Camp, Orville W. Childs, Alexander J. Bergen, Ben Holliday, D. N. Barney, S. De Witt Bloodgood, William H. Grant, Thomas W. Olcott, Samuel B. Ruggles, James B. Wilson, of New York; Ephriam Marsh, Charles M. Harker, of New Jersey; John Edgar Thompson, Benjamin Haywood, Joseph H. Scranton, Joseph Harrison, George W. Cass, John H. Bryant, Daniel J. Morell, Thomas M. Howe, William F. Johnson, Robert Finney, John A. Green, E. R. Myre, Charles F. Wells, junior, of Pennsylvania; Noah L. Wilson, Amasa Stone, William H. Clement, S. S. L'Homedieu, John Brough, William Dennison, Jacob Blickinsderfer, of Ohio; William M. McPherson, R. W. Wells, William P. Hall, Armstrong Beatty, John Corby, of Missouri; S. J. Hensley, Peter Donahue, C. P. Huntington, T. D.

Judah, James Bailey, James T. Ryan, Charles Hosmer, Charles Marsh, D. O. Mills, Samuel Bell, Louis McLane, George W. Mowe, Charles McLaughlin, Timothy Dame, John R. Robinson, of California; John Atchison and John D. Winters, of the Territory of Nevada; John D. Campbell, R. N. Rice, Charles A. Trowbridge, and Ransom Gardner, Charles W. Penny, Charles T. Gorham, William McConnell, of Michigan; William F. Coolbaugh, Lucius H. Langworthy, Hugh T. Reid, Hoyt Sherman, Lyman Cook, Samuel R. Curtis, Lewis A. Thomas, Platt Smith, of Iowa; William B. Ogden, Charles G. Hammond, Henry Farnum, Amos C. Babcock, W. Seldon Gale, Nehemiah Bushnell, and Lorenzo Bull, of Illinois; William H. Swift, Samuel T. Dana, John Bertram, Franklin S. Stevens, Edward R. Tinker, of Massachusetts; Franklin Gorin, Laban J. Bradford, and John T. Lewis, of Kentucky; James Dunning, John M.

4 Wood, Edwin Noyes, Joseph Eaton, of Maine; Henry H. Baxter, George W. Collamer, Henry Keyes, Thomas H. Canfield, of Vermont; William S. Ladd, A. M. Berry, Benjamin F. Harding, of Oregon; William Bunn, junior, John Catlin, Levi Sterling, John Thompson, Elihu L. Phillips, Walter D. McIndoe. T. B. Stoddard, E. H. Brodhead, A. H. Virgin, of Wisconsin; Charles Paine, Thomas A. Morris, David C. Branham, Samuel Hanna, Jonas Votaw, Jesse L. Williams, Isaac C. Elston, of Indiana; Thomas Swan, Chauncey Brooks, Edward Wilkins, of Maryland; Francis R. E. Cornell, David Blakely, A. D. Seward, Henry A. Swift; Dwight Woodbury, John McKusick, John R. Jones, of Minnesota; Joseph A. Gilmore, Charles W. Woodman, of New Hampshire; W. H. Grimes, J. C. Stone, Chester Thomas, John Kerr, Werter R. Davis, Luther C. Challiss, Josiah Miller, of Kansas; Gilbert C. Monell and Augustus Kountz, T. M. Marquette, William H. Taylor, Alvin Saunders, of Nebraska; John Evans, of Colorado; together with five commissioners to be appointed by the Secretary of the Interior, and all persons who shall or may be associated with them, and their successors, are hereby created and erected into a body corporate and politic in deed and in law, by the name, style, and title of "The Union Pacific Railroad Company"; and by

5 that name shall have perpetual succession, and shall be able to sue and to be sued, plead and be impleaded, defend and be defended in all courts of law and equity within the United States, and may make and have a common seal; and the said corporation is hereby authorized and empowered to lay out, locate, construct, furnish, maintain, and enjoy a continuous railroad and telegraph, with the appurtenances, from a point on the one hundredth meridian of longitude west from Greenwich, between the south margin of the valley of the Republican River and the north margin of the valley

of the Platte River, in the Territory of Nebraska, to the western boundary of Nevada Territory, upon the route and terms hereinafter provided, and is hereby vested with all the powers, privileges, and immunities necessary to carry into effect the purposes of this act as herein set forth. The capital stock of said company shall consist of one hundred thousand shares of one thousand dollars each, which shall be subscribed for and held in not more than two hundred shares by any one person, and shall be transferable in such manner as the by-laws of said corporation shall provide. The persons here-
before named, together with those to be appointed by the Secretary
of the Interior, are hereby constituted and appointed commis-
sioners, and such body shall be called the board of commis-
sioners of the Union Pacific Railroad and Telegraph Com-
pany, and twenty-five shall constitute a quorum for the transaction
of business. The first meeting of said board shall be held at Chicago
at such time as the commissioners from Illinois herein named shall
appoint, not more than three nor less than one month after the
passage of this act, notice of which shall be given by them to the
other commissioners by depositing a call thereof in the post office
at Chicago, post paid, to their address at least forty days before said
meeting, and also by publishing said notice in one daily newspaper
in each of the cities of Chicago and St. Louis. Said board shall
organize by the choice from its number of a president, secretary, and
treasurer, and they shall require from said treasurer such bonds as
may be deemed proper, and may from time to time increase the
amount thereof as they may deem proper. It shall be the duty of
said board of commissioners to open books, or cause books to be
opened, at such times and in such principal cities in the United
States as they or a quorum of them shall determine, to receive sub-
scriptions to the capital stock of said corporation, and a cash pay-
ment of ten per centum on all subscriptions, and to receipt
therefor. So soon as two thousand shares shall be in good
faith subscribed for, and ten dollars per share actually paid
into the treasury of the company the said president and secretary of
said board of commissioners shall appoint a time and place for the
first meeting of the subscribers to the stock of said company, and
shall give notice thereof in at least one newspaper in each State in
which subscription books have been opened at least thirty days pre-
vious to the day of meeting, and such subscribers as shall attend the
meeting so called, either in person or by proxy, shall then and there
elect by ballot not less than thirteen directors for said corporation;
and in such election each share of said capital shall entitle the owner
thereof to one vote. The president and secretary of the board of
commissioners shall act as inspectors of said election, and shall cer-
tify under their hands the names of the directors elected at said

meeting; and the said commissioners, treasurer, and secretary shall then deliver over to said directors all the properties, subscription books, and other books in their possession, and thereupon the duties of said commissioners and the officers previously appointed by them

shall cease and determine forever, and thereafter the stock-
8 holders shall constitute said body politic and corporate. At the time of the first and each triennial election of directors by the stockholders two additional directors shall be appointed by the President of the United States, who shall act with the body of directors, and to be denominated directors on the part of the Government; any vacancy happening in the Government directors at any time may be filled by the President of the United States. The directors to be appointed by the President shall not be stockholders in the Union Pacific Railroad Company. The directors so chosen shall, as soon as may be after their election, elect from their own number a president and vice president, and shall also elect a treasurer and secretary. No person shall be a director in said company unless he shall be a bona fide owner of at least five shares of stock in the said company, except the two directors to be appointed by the President as aforesaid. Said company, at any regular meeting of the stockholders called for that purpose, shall have power to make by-laws, rules, and regulations as they shall deem needful and proper touching the disposition of the stock, property, estate, and effects of the company not inconsistent herewith, the transfer of shares, the term of office, duties and conduct of their officers and servants, and all matters whatsoever which may appertain to the concerns of
9 said company; and the said board of directors shall have power to appoint such engineers, agents, and subordinates as may from time to time be necessary to carry into effect the object of this act, and to do all acts and things touching the location and construction of said road and telegraph. Said directors may require payment of subscriptions to the capital stock after due notice, at such times and in such proportions as they shall deem necessary to complete the railroad and telegraph within the time in this act prescribed. Said president, vice president, and directors shall hold their office for three years, and until their successors are duly elected and qualified, or for such less time as the by-laws of the corporation may prescribe; and a majority of said directors shall constitute a quorum for the transaction of business. The secretary and treasurer shall give such bonds, with such security, as the said board shall from time to time require, and shall hold their offices at the will and pleasure of the directors. Annual meetings of the stockholders of the said corporation for the choice of officers (when they are to be chosen) and for the transaction of annual business shall be held

at such time and place and upon such notice as may be prescribed in the by-laws.

10 SEC. 2. And be it further enacted, That the right of way through the public lands be, and the same is hereby, granted to said company for the construction of said railroad and telegraph line; and the right, power, and authority is hereby given to said company to take from the public lands adjacent to the line of said road earth, stone, timber, and other materials for the construction thereof; said right of way is granted to said railroad to the extent of two hundred feet in width on each side of said railroad where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, and depots, machine shops, switches, side tracks, turntables, and water stations. The United States shall extinguish as rapidly as may be the Indian titles to all lands falling under the operation of this act and required for the said right of way and grants hereinafter made.

SEC. 3. And be it further enacted, That there be, and is hereby, granted to the said company, for the purpose of aiding in the construction of said railroad and telegraph line and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores thereon, every alternate section of public land, designated by odd numbers, to the amount of five alternate
11 sections per mile on each side of said railroad, on the line thereof and within the limits of ten miles on each side of said road, not sold, reserved, or otherwise disposed of by the United States, and to which a preemption or homestead claim may not have attached at the time the line of said road is definitely fixed: Provided, That all mineral lands shall be excepted from the operation of this act; but where the same shall contain timber, the timber thereon is hereby granted to said company. And all such lands so granted by this section which shall not be sold or disposed of by said company within three years after the entire road shall have been completed shall be subject to settlement and preemption like other lands at a price not exceeding one dollar and twenty-five cents per acre, to be paid to said company.

SEC. 4. And be it further enacted, That whenever said company shall have completed forty consecutive miles of any portion of said railroad and telegraph line, ready for the service contemplated by this act, and supplied with all necessary drains, culverts, viaducts, crossings, sidings, bridges, turnouts, watering places, depots, equipments, furniture, and all other appurtenances of a first-class railroad, the rails and all the other iron used in the construction
12 and equipment of said road to be American manufacture of the best quality, the President of the United States shall appoint three commissioners to examine the same and report to him in

relation thereto; and if it shall appear to him that forty consecutive miles of said railroad and telegraph line have been completed and equipped in all respects as required by this act, then, upon certificate of said commissioners to that effect, patents shall issue conveying the right and title to said lands to said company, on each side of the road as far as the same is completed, to the amount aforesaid; and patents shall in like manner issue as each forty miles of said railroad and telegraph line are completed, upon certificate of said commissioners. Any vacancies occurring in said board of commissioners by death, resignation, or otherwise shall be filled by the President of the United States: Provided, however, That no such commissioners shall be appointed by the President of the United States unless there shall be presented to him a statement, verified on oath by the president of said company that such forty miles have been completed, in the manner required by this act, and setting forth with certainty the points where such forty miles begin and where the same end; which oath shall be taken before a
13 judge of a court of record.

SEC. 5. And be it further enacted, That for the purposes herein mentioned the Secretary of the Treasury shall, upon the certificate in writing of said commissioners of the completion and equipment of forty consecutive miles of said railroad and telegraph, in accordance with the provisions of this act, issue to said company bonds of the United States of one thousand dollars each, payable in thirty years after date, bearing six per centum per annum interest (said interest payable semiannually), which interest may be paid in United States Treasury notes or any other money or currency which the United States have or shall declare lawful money and a legal tender, to the amount of sixteen of said bonds per mile for such section of forty miles; and to secure the repayment to the United States as hereinafter provided, of the amount of said bonds so issued and delivered to said company, together with all interest thereon which shall have been paid by the United States, the issue of said bonds and delivery to the company shall *ipso facto* constitute a first mortgage on the whole line of the railroad and telegraph, together with the rolling stock, fixtures, and property of every kind and description, and
14 in consideration of which said bonds may be issued; and on the refusal or failure of said company to redeem said bonds, or any part of them, when required so to do by the Secretary of the Treasury, in accordance with the provisions of this act, the said road, with all the rights, functions, immunities, and appurtenances thereunto belonging, and also all lands granted to the said company by the United States, which, at the time of said default, shall remain in the ownership of the said company, may be taken possession of by the Secretary of the Treasury for the use and benefit of the United States.

States: Provided, This section shall not apply to that part of any road now constructed.

SEC. 6. And be it further enacted, That the grants aforesaid are made upon condition that said company shall pay said bonds at maturity, and shall keep said railroad and telegraph line in repair and use, and shall at all times transmit despatches over said telegraph line, and transport mails, troops, and munitions of war, supplies, and public stores upon said railroad for the Government, whenever required to do so by any department thereof, and that the Government shall at all times have the preference in the use of the same for all the purposes aforesaid (at fair and reasonable rates of compensation, not to exceed the amounts paid by private parties for the same kind of service); and all compensation for services rendered for the Government shall be applied to the payment of said bonds and interest until the whole amount is fully paid. Said company may also pay the United States, wholly or in part, in the same or other bonds, Treasury notes, or other evidences of debt against the United States, to be allowed at par; and after said road is completed, until said bonds and interest are paid, at least five per centum of the net earnings of said road shall also be annually applied to the payment thereof.

SEC. 7. And be it further enacted, That said company shall file their assent to this act, under the seal of said company, in the Department of the Interior, within one year after the passage of this act, and shall complete said railroad and telegraph from the point of beginning as herein provided, to the western boundary of Nevada Territory before the first day of July, one thousand eight hundred and seventy-four: Provided, That within two years after the passage of this act said company shall designate the general route of said road, as near as may be, and shall file a map of the same in the Department of the Interior, whereupon the Secretary of the Interior shall cause the lands within fifteen miles of said designated route or routes to be withdrawn from preemption, private entry, and sale; and when any portion of said route shall be finally located, the Secretary of the Interior shall cause the said lands hereinbefore granted to be surveyed and set off as fast as may be necessary for the purposes herein named: Provided, That in fixing the point of connection of the main trunk with the eastern connections, it shall be fixed at the most practicable point for the construction of the Iowa and Missouri branches, as hereinafter provided.

SEC. 8. And be it further enacted, That the line of said railroad and telegraph shall commence at a point on the one hundredth meridian of longitude west from Greenwich, between the south margin of the valley of the Republican River and the north margin of

the valley of the Platte River, in the Territory of Nebraska, at a point to be fixed by the President of the United States, after actual surveys; thence running westerly upon the most direct, central, and practicable route through the territories of the United States to the western boundary of the Territory of Nevada, there to meet and connect with the line of the Central Pacific Railroad Company of California.

SEC. 9. And be it further enacted, That the Leavenworth,
17 Pawnee, and Western Railroad Company of Kansas are hereby authorized to construct a railroad and telegraph line from the Missouri River, at the mouth of the Kansas River on the south side thereof, so as to connect with the Pacific Railroad of Missouri to the aforesaid point on the one hundredth meridian of longitude west from Greenwich, as herein provided, upon the same terms and conditions in all respects as are provided in this act for the construction of the railroad and telegraph line first mentioned, and to meet and connect with the same at the meridian of longitude aforesaid; and in case the general route or line of road from the Missouri River to the Rocky Mountains should be so located as to require a departure northwardly from the proposed line of said Kansas railroad before it reaches the meridian of longitude aforesaid, the location of said Kansas road shall be made so as to conform thereto; and said railroad through Kansas shall be so located between the mouth of the Kansas River, as aforesaid and the aforesaid point, on the one hundredth meridian of longitude, that the several railroads from Missouri and Iowa, herein authorized to connect with the same, can make connection within the limits prescribed in this act, provided the same
can be done without deviating from the general direction of
18 the whole line to the Pacific coast. The route in Kansas west of the meridian of Fort Riley to the aforesaid point, on the one hundredth meridian of longitude, to be subject to the approval of the President of the United States and to be determined by him on actual survey. And said Kansas company may proceed to build said railroad to the aforesaid point, on the one hundredth meridian of longitude west from Greenwich, in the Territory of Nebraska. The Central Pacific Railroad Company of California, a corporation existing under the laws of the State of California, are hereby authorized to construct a railroad and telegraph line from the Pacific coast at or near San Francisco or the navigable waters of the Sacramento River to the eastern boundary of California upon the same terms and conditions in all respects as are contained in this act for the construction of said railroad and telegraph line first mentioned, and to meet and connect with the first-mentioned railroad and telegraph line on the eastern boundary of California. Each of said companies shall

file their acceptance of the conditions of this act in the Department of the Interior within six months after the passage of this act.

19 SEC. 10. And be it further enacted, That the said company chartered by the State of Kansas shall complete one hundred miles of their said road, commencing at the mouth of the Kansas River, as aforesaid, within two years after filing their assent to the conditions of this act, as herein provided, and one hundred miles per year thereafter until the whole is completed; and the said Central Pacific Railroad Company of California shall complete fifty miles of their said road within two years after filing their assent to the provisions of this act, as herein provided, and fifty miles per year thereafter until the whole is completed; and after completing their roads, respectively, said companies, or either of them, may unite upon equal terms with the first-named company in constructing so much of said railroad and telegraph line and branch railroads and telegraph lines in this act hereinafter mentioned through the Territories from the State of California to the Missouri River as shall then remain to be constructed on the same terms and conditions as provided in this act in relation to the said Union Pacific Railroad Company. And the Hannibal and St. Joseph Railroad, the Pacific Railroad Company of Missouri, and the first-named company, or either of them, on filing their assent to this act, as aforesaid, may
20 unite upon equal terms under this act with the said Kansas company in constructing said railroad and telegraph to said meridian of longitude, with the consent of the said State of Kansas; and in case said first-named company shall complete their line to the eastern boundary of California before it is completed across said State by the Central Pacific Railroad Company of California, said first-named company is hereby authorized to continue in constructing the same through California, with the consent of said State, upon the terms mentioned in this act, until said roads shall meet and connect and the whole line of said railroad and telegraph is completed; and the Central Pacific Railroad Company of California, after completing its road across said State, is authorized to continue the construction of said railroad and telegraph through the Territories of the United States to the Missouri River, including the branch roads specified in this act, upon the routes hereinbefore and hereinafter indicated, on the terms and conditions provided in this act in relation to the said Union Pacific Railroad Company, until said roads shall meet and connect and the whole line of said railroad and branches and telegraph is completed.

SEC. 11. And be it further enacted, That for three hundred miles of said road, most mountainous and difficult of construction, to wit: one hundred and fifty miles westwardly from the eastern base

21 of the Rocky Mountains, and one hundred and fifty miles eastwardly from the western base of the Sierra Nevada Mountains, said points to be fixed by the President of the United States, the bonds to be issued to aid in the construction thereof shall be treble the number per mile hereinbefore provided, and the same shall be issued, and the lands herein granted be set apart, upon the construction of every twenty miles thereof, upon the certificate of the commissioners as aforesaid that twenty consecutive miles of the same are completed; and between the sections last named of one hundred and fifty miles each, the bonds to be issued to aid in the construction thereof shall be double the number per mile first mentioned, and the same shall be issued, and the lands herein granted be set apart, upon the construction of every twenty miles thereof, upon the certificate of the commissioners as aforesaid that twenty consecutive miles of the same are completed: Provided, That no more than fifty thousand of said bonds shall be issued under this act to aid in constructing the main line of said railroad and telegraph.

SEC. 12. And be it further enacted, That whenever the route of said railroad shall cross the boundary of any State or Territory, or said meridian of longitude, the two companies meeting or uniting
22 there shall agree upon its location at that point, with reference to the most direct and practicable through route, and in case of difference between them as to said location the President of the United States shall determine the said location; the companies named in each State and Territory to locate the road across the same between the points so agreed upon, except as herein provided. The track upon the entire line of railroad and branches shall be of uniform width, to be determined by the President of the United States, so that, when completed, cars can be run from the Missouri River to the Pacific coast; the grades and curves shall not exceed the maximum grades and curves of the Baltimore and Ohio Railroad; the whole line of said railroad and branches and telegraph shall be operated and used for all purposes of communication, travel, and transportation, so far as the public and Government are concerned as one connected, continuous line; and the companies herein named in Missouri, Kansas, and California, filing their assent to the provisions of this act, shall receive and transport all iron rails, chairs, spikes, ties, timber, and all materials required for constructing and furnishing said first mentioned line between the aforesaid point, on the one-hundredth meridian of longitude and western boundary
23 of Nevada Territory, whenever the same is required by said first-named company, at cost, over that portion of the roads of said companies constructed under the provisions of this act.

SEC. 13. And be it further enacted, That the Hannibal and Saint Joseph Railroad Company of Missouri may extend its roads f

Saint Joseph, via Atchison, to connect and unite with the road through Kansas, upon filing its assent to the provisions of this act, upon the same terms and conditions in all respects, for one hundred miles in length next to the Missouri River, as are provided in this act for the construction of the railroad and telegraph line first mentioned, and may for this purpose use any railroad charter which has been or may be granted by the Legislature of Kansas: Provided, That if actual survey shall render it desirable, the said company may construct their road, with the consent of the Kansas Legislature, on the most direct and practicable route west from St. Joseph, Missouri, so as to connect and unite with the road leading from the western boundary of Iowa at any point east of the one hundredth meridian of west longitude or with the main trunk road at said point; but in no event shall lands or bonds be given to said company, as herein directed, to aid in the construction of their said road for a greater distance than one hundred miles. And the Leavenworth, Pawnee and Western Railroad Company of Kansas may construct their road from Leavenworth to unite with the road through Kansas.

Sec. 14. And be it further enacted, That the said Union Pacific Railroad Company is hereby authorized and required to construct a single line of railroad and telegraph from a point on the western boundary of the State of Iowa, to be fixed by the President of the United States, upon the most direct and practicable route, to be subject to his approval, so as to form a connection with the lines of said company at some point on the one hundredth meridian of longitude aforesaid, from the point of commencement on the western boundary of the State of Iowa, upon the same terms and conditions in all respects as are contained in this act for the construction of the said railroad and telegraph first mentioned; and the said Union Pacific Railroad Company shall complete one hundred miles of the road and telegraph in this section provided for in two years after filing their assent to the conditions of this act, as by the terms of this act required, and at the rate of one hundred miles per year thereafter until the whole is completed: Provided, That a failure upon the part of said company to make said connection in the time aforesaid and to perform the obligations imposed on said company by this section and to operate said road in the same manner as the main line shall be operated shall forfeit to the Government of the United States all the rights, privileges, and franchises granted to and conferred upon said company by this act. And whenever there shall be a line of railroad completed through Minnesota or Iowa to Sioux City, then the said Pacific Railroad Company is hereby authorized and required to construct a railroad and telegraph from said Sioux City upon the most direct and practicable route to

a point on and so as to connect with the branch railroad and telegraph in this section hereinbefore mentioned or with the said Union Pacific Railroad, said point of junction to be fixed by the President of the United States, not further west than the one hundredth meridian of longitude aforesaid, and on the same terms and conditions as provided in this act for the construction of the Union Pacific Railroad as aforesaid, and to complete the same at the rate of one hundred miles per year; and should said company fail to comply with the requirements of this act in relation to the said Sioux City railroad and telegraph, the said company shall suffer the same forfeitures prescribed in relation to the Iowa branch railroad and telegraph hereinbefore mentioned.

26 SEC. 15. And be it further enacted, That any other railroad company now incorporate, or hereafter to be incorporated, shall have the right to connect their road with the road and branches provided for by this act, at such places and upon such just and equitable terms as the President of the United States may prescribe. Wherever the word company is used in this act it shall be construed to embrace the words, their associates, successors, and assigns, the same as if the words had been properly added thereto.

SEC. 16. And be it further enacted, That at any time after the passage of this act all of the railroad companies named herein, and assenting hereto, or any two or more of them, are authorized to form themselves into one consolidated company; notice of such consolidation, in writing, shall be filed in the Department of the Interior, and such consolidated company shall thereafter proceed to construct said railroad and branches and telegraph line upon the terms and conditions provided in this act.

SEC. 17. And be it further enacted, That in case said company or companies shall fail to comply with the terms and conditions of this act, by not completing said road and telegraph and branches within a reasonable time, or by not keeping the same in repair and use,
27 but shall permit the same, for an unreasonable time, to remain unfinished or out of repair and unfit for use, Congress may pass any act to insure the speedy completion of said road and branches, or put the same in repair and use, and may direct the income of said railroad and telegraph line to be thereafter devoted to the use of the United States, to repay all such expenditures caused by the default or neglect of such company or companies: Provided, That is, said roads are not completed, so as to form a continuous line of railroad, ready for use, from the Missouri River to the navigable waters of the Sacramento River in California, by the first day of July, eighteen hundred and seventy-six, the whole of all of said railroads before mentioned and to be constructed under the provisions of this act, together with all their furniture, fixtures, rolling stock

machine shops, lands, tenements, and hereditaments, and property of every kind and character, shall be forfeited to and be taken possession of by the United States: Provided, That of the bonds of the United States in this act provided to be delivered for any and all parts of the roads to be constructed east of the one hundredth meridian of west longitude from Greenwich, and for any part of the road west of the west foot of the Sierra Nevada Mountain, there shall be reserved of each part and installment twenty-five
38 per centum, to be and remain in the United States Treasury, undelivered, until said road and all parts thereof provided for in this act are entirely completed; and of all the bonds provided to be delivered for the said road, between the two points aforesaid, there shall be reserved out of each installment fifteen per centum, to be and remain in the Treasury until the whole of the road provided for in this act is fully completed; and if the said road or any part thereof shall fail of completion at the time limited therefor in this act, then and in that case the said part of said bonds so reserved shall be forfeited to the United States.

SEC. 18. And be it further enacted, That whenever it appears that the net earnings of the entire road and telegraph, including the amount allowed for services rendered for the United States, after deducting all expenditures, including repairs, and the furnishing, running, and managing of said road, shall exceed ten per centum upon its cost, exclusive of the five per centum to be paid to the United States, Congress may reduce the rates of fare thereon,
29 if unreasonable in amount, and may fix and establish the same by law. And the better to accomplish the object of this act, namely, to promote the public interest and welfare by the construction of said railroad and telegraph line, and keeping the same in working order, and to secure to the Government at all times (but particularly in time of war) the use and benefits of the same for postal, military, and other purposes, Congress may at any time, having due regard for the rights of said companies named herein, add to, alter, amend, or repeal this act.

SEC. 19. And be it further enacted, That the several railroad companies herein named are authorized to enter into an arrangement with the Pacific Telegraph Company, the Overland Telegraph Company, and the California State Telegraph Company, so that the present line of telegraph between the Missouri River and San Francisco may be moved upon or along the line of said railroad and branches as fast as said roads and branches are built; and if said arrangement be entered into and the transfer of said telegraph line be made in accordance therewith to the line of said railroad and branches, such transfer shall, for all purposes of this act, be held and considered a fulfillment on the part of said railroad companies of

the provisions of this act in regard to the construction of
30 said lines of telegraph. And, in case of disagreement, said
telegraph companies are authorized to remove their line of
telegraph along and upon the line of railroad herein contemplated
without prejudice to the rights of said railroad companies named
herein.

SEC. 20. And be it further enacted, That the corporation hereby
created and the roads connected therewith, under the provisions of
this act, shall make to the Secretary of the Treasury an annual report
wherein shall be set forth—

First. The names of the stockholders and their places of residence,
so far as the same can be ascertained;

Second. The names and residences of the directors and all other
officers of the company;

Third. The amount of stock subscribed and the amount thereof
actually paid in;

Fourth. A description of the lines of road surveyed, of the lines
thereof fixed upon for the construction of the road, and the cost of
such surveys;

Fifth. The amount received from passengers on the road;

Sixth. The amount received for freight thereon;

Seventh. A statement of the expense of said road and its fix-
tures;

31 Eighth. A statement of the indebtedness of said company,
setting forth the various kinds thereof, which report shall
be sworn to by the president of the said company, and shall be pre-
sented to the Secretary of the Treasury on or before the first day of
July in each year.

Approved July 1, 1862.

32 PETITIONER'S EXHIBIT NO. 3, SEPTEMBER 21, 1914.

[Extract from U. S. Statutes at Large, volume 13, pp. 356-365.]

CHAP. CCXVI.—An act to amend an act entitled "An act to aid in
the construction of a railroad and telegraph line from the Missouri
River to the Pacific Ocean, and to secure to the Government the
use of the same for postal, military, and other purposes", ap-
proved July first, eighteen hundred and sixty-two.

Be it enacted by the Senate and House of Representatives of the
United States of America in Congress assembled, That the capital
stock of the company entitled the Union Pacific Railroad Company,
authorized by the act of which this act is amendatory, shall be in
shares of one hundred dollars, instead of one thousand dollars, each:

that the number of shares shall be one million instead of one hundred thousand; and that the number of shares which any person shall hold to entitle him to serve as a director in said company (except the five directors to be appointed by Government) shall be fifty shares instead of five shares; and that every subscriber to said capital stock for each share of one thousand dollars, heretofore subscribed, shall be entitled to a certificate for ten shares of one hundred dollars each; and that the following words in section first of said act, "which shall be subscribed for and held in not more than two hundred shares by any one person", be, and the same are hereby, repealed.

Sec. 2. And be it further enacted, That the Union Pacific Railroad Company shall cause books to be kept open to receive subscriptions to the capital stock of said company (until the entire capital of one hundred millions of dollars shall be subscribed), at the general office of said company in the city of New York, and in each of the cities of Boston, Philadelphia, Baltimore, Chicago, Cincinnati, and Saint Louis, at such places as may be designated by the President of the United States, and in such other localities as may be directed by him. No subscription for said stock shall be deemed valid unless the subscriber therefor shall, at the time of subscribing, pay or remit to the treasurer of the company an amount per share subscribed by him equal to the amount per share previously paid by the then existing stockholders. The said company shall make assessments upon its stockholders of not less than five dollars per share, and at intervals of not exceeding six months from and after the passage of this act, until the par value of all shares subscribed shall be fully paid; and money only shall be receivable for any such assessment, or as equivalents for any portion of the capital stock hereinbefore authorized. The capital stock of said company shall not be increased beyond the actual cost of said road. And the stock of the company shall be deemed personal property, and shall be transferable on the books of the company, at the general office of said company in the city of New York, or at such other transfer office as the company may establish.

Sec. 3. And be it further enacted, That the Union Pacific Railroad Company, and all other companies provided for in this act and the act to which this is an amendment, be, and hereby are, empowered to enter upon, purchase, take, and hold any lands or premises that may be necessary and proper for the construction and working of said road, not exceeding in width one hundred feet on each side of its center line, unless a greater width be required for the purpose of excavation or embankment; and also any lands or premises that may be necessary and proper for turnouts, standing places for cars, de-

pots, station house(s), or any other structures required in the construction and operating of said road. And each of said companies shall have the right to cut and remove trees or other materials that might by falling encumber its roadbed, though standing or
35 being more than one hundred feet therefrom. And in case the owner or claimant of such lands or premises and such company can not agree as to the damages, the amount shall be determined by the appraisal of three disinterested commissioners, who may be appointed upon application by any party to any judge of a court of record in any of the territories in which the lands or premises to be taken lie; and said commissioners, in their assessments of damages, shall appraise such premises at what would have been the value thereof if the road had not been built; and upon return into court of such appraisement, and upon the payment to the clerk thereof of the amount so awarded by the commissioners for the use and benefit of the owner thereof, said premises shall be deemed to be taken by said company, which shall thereby acquire full title to the same for the purposes aforesaid. And either party feeling aggrieved by said assessment may, within thirty days, file an appeal therefrom, and demand a jury of twelve men to estimate the damage sustained; but such appeal shall not interfere with the rights of said company to enter upon the premises taken, or to do any act necessary in the construction of its road. And said party appealing shall give
36 bonds with sufficient surety or sureties for the payment of any costs that may arise upon such appeal. And in case the party appealing does not obtain a more favorable verdict, such party shall pay the whole cost incurred by the appellee, as well as its own. And the payment into court for the use of the owner or claimant of a sum equal to that finally awarded shall be held to vest in said company the title of said land and the right to use and occupy the same for the construction, maintaining, and operating of the road of said company. And in case any of the lands to be taken as aforesaid shall be held by any person residing without the territory, or subject to any legal disability, the court may appoint a proper person who shall give bonds with sufficient surety or sureties for the faithful execution of his trust, and who may represent in court the person disqualified or absent as aforesaid, when the same proceeding shall be had in reference to the appraisement of the premises to be taken and with the same effect as have been already described. And the title of the company to the land taken by virtue of this act shall not be affected nor impaired by reason of any failure by any guardian to discharge faithfully his trust. And in case it shall be necessary for either of the said companies to enter upon lands which
37 are unoccupied, and of which there is no apparent owner or claimant, it may proceed to take and use the same for the purpose of its said railroad, and may institute

in manner described for the purpose of ascertaining the value of and acquiring a title to the same; and the court may determine the kind of notice to be served on such owner or owners, and may, in its discretion, appoint an agent or guardian to represent such owner or owners in case of his or their incapacity or nonappearance. But in case no claimant shall appear within six years from the time of the opening of said road across any land, all claim to damages against said company shall be barred. It shall be competent for the legal guardian of any infant, or any other person under guardianship, to agree with the proper company as to damages sustained by reason of the taking of any lands of any such person under disability as aforesaid for the use as aforesaid; and upon such agreement being made and approved by the court having supervision of the official acts of said guardian, the said guardian shall have full power to make and execute a conveyance thereof to the said company and shall vest the title thereto in the said company.

Sec. 4. And be it further enacted, That section three of said act be hereby amended by striking out the word "five", where the same occurs in said section, and by inserting in lieu thereof the word "ten"; and by striking out the word "ten", where the same occurs in said section, and by inserting in lieu thereof the word "twenty". And section seven of said act is hereby amended by striking out the word "fifteen", where the same occurs in said section, and inserting in lieu thereof the word "twenty-five". And the term "mineral land", wherever the same occurs in this act, and the act to which this is an amendment, shall not be construed to include coal and iron land. And any lands granted by this act, or the act to which this is an amendment, shall not defeat or impair any pre-emption, homestead, swamp land, or other lawful claim, nor include any Government reservation or mineral lands, or the improvements of any bona fide settler, or any lands returned and denominated as mineral lands, and the timber necessary to support his said improvements as a miner or agriculturalist, to be ascertained under such rules as have been or may be established by the Commissioner of the General Land Office in conformity with the provisions of the pre-emption laws: Provided, That the quantity thus exempted by the operation of this act, and the act to which this act is an amendment, shall not exceed one hundred and sixty acres for each settler who claims as an agriculturalist, and such quantity for each settler who claims as a miner, as the same commissioner may establish by general regulation: Provided also, That the phrase "but where the same shall contain timber, the timber thereon is hereby granted to said company", in the proviso to said section three, shall not apply to the timber growing or being on any land farther than one mile from the center line of any one of said roads or branches

mentioned in said act or in this act. And all lands shall be excluded from the operation of this act, and of the act to which this act is an amendment, which were located, or selected to be located, under the provisions of an act entitled "An act donating lands to the several States and Territories which may provide colleges for the benefit of agriculture and the mechanic arts", approved July second, eighteen hundred and sixty-two, and notice thereof given at the proper land office.

SEC. 5. And be it further enacted, That the time for designating the general route of said railroad, and of filing the map of the same, and the time for the completion of that part of the railroads required by the terms of said act of each company, be, and the same is hereby, extended one year from the time in said act designated; and that the Central Pacific Railroad Company of California shall be required to complete twenty-five miles of their said road in each
40 year thereafter, and the whole to the State line within four years, and that only one-half of the compensation for services rendered for the Government by said companies shall be required to be applied to the payment of the bonds issued by the Government in aid of the construction of said roads.

SEC. 6. And be it further enacted, That the proviso to section four of said act is hereby modified as follows, viz.: And the President of the United States is hereby authorized, at any time after the passage of this act, to appoint for each and every of said roads three commissioners, as provided for in the act to which this is amendatory; and the verified statement of the president of the California company, required by said section four, shall be filed in the office of the United States surveyor-general for the State of California, instead of being presented to the President of the United States; and the said surveyor-general shall thereupon notify the said commissioners of the filing of such statement, and the said commissioners shall thereupon proceed to examine the portion of said railroad and telegraph line so completed, and make their report thereon to the President of the United States, as provided by the act of which this is amendatory. And such statement may be filed, and such rail-
41 road and telegraph line be examined and reported on, by the said commissioners and the requisite amount of bonds may be issued and the lands appertaining thereto may be set apart, located, entered, and patented, as provided in this act and the act to which this is amendatory, upon the construction by said railroad company of California of any portion of not less than twenty consecutive miles of their said railroad and telegraph line, upon the certificate of said commissioners that such portion is completed as required by the act to which this is amendatory. And section ten of the act of

which this is amendatory is hereby amended by inserting, after the words "United States", in the last clause, the words "and States intervening".

SEC. 7. And be it further enacted, That so much of section seven-
teen of said act as provides for a reservation by the Government of a
portion of the bonds to be issued to aid in the construction of the said
railroads is hereby repealed. And the failure of any one company
to comply fully with the conditions and requirements of this act, and
the act to which this is amendatory, shall not work a forfeiture of
the rights, privileges, or franchise of any other company or companies
that shall have complied with the same.

SEC. 8. And be it further enacted, That for the purpose of
facilitating the work on said railroad, and of enabling the said
company as early as practicable to commence the grading of said rail-
road in the region of the mountains, between the eastern base of the
Rocky Mountains and the western base of the Sierra Nevada Moun-
tains, so that the same may be finally completed within the time re-
quired by law, it is hereby provided that whenever the chief engineer
of the said company, and said commissioners, shall certify that a
certain proportion of the work required to prepare the road for the
superstructure on any such section of twenty miles is done (which
said certificate shall be duly verified), the Secretary of the Treasury
is hereby authorized and required, upon the delivery of such certifi-
cate, to issue to said company a proportion of said bonds, not exceed-
ing two-thirds of the amount of bonds authorized to be issued under
the provisions of the act, to aid in the construction of such section of
twenty miles, nor in any case exceeding two-thirds of the value of the
work done, the remaining one-third to remain until the said section is
fully completed and certified by the commissioners appointed by the
President, according to the terms and provisions of the said act; and
no such bonds shall issue to the Union Pacific Railroad Com-
pany for work done west of Salt Lake City under this section,
more than three hundred miles in advance of the completed
continuous line of said railroad from the point of beginning on the
one hundredth meridian of longitude.

SEC. 9. And be it further enacted, That to enable any one of said
corporations to make convenient and necessary connections with
other roads, it is hereby authorized to establish and maintain all
necessary ferries upon and across the Missouri River and other rivers
which its road may pass in its course; and authority is hereby given
said corporation to construct bridges over said Missouri River, and
all other rivers for the convenience of said road: Provided, That any
bridge or bridges it may construct over the Missouri River, or any
other navigable river on the line of said road, shall be constructed
in a safe and proper manner and proper draws for the passage of steamboats, and

shall be built, kept, and maintained at the expense of said company in such manner as not to impair the usefulness of said rivers for navigation to any greater extent than such structures of the most approved character necessarily do: And provided further, That any company authorized by this act to construct its road and telegraph line from the Missouri River to the initial point aforesaid may

44 construct its road and telegraph line so as to connect with the Union Pacific Railroad at any point westwardly of such initial point, in case such company shall deem such westward connection more practicable or desirable; and in aid of the construction of so much of its road and telegraph line as shall be a departure from the route hereinbefore provided for its road, such company shall be entitled to all the benefits, and be subject to all the conditions and restrictions, of this act: Provided further, however, That the bonds of the United States shall not be issued to such company for a greater amount than is hereinbefore provided, if the same had united with the Union Pacific Railroad on the 100th degree of longitude; nor shall such company be entitled to receive any greater amount of alternate sections of public lands than are also herein provided.

SEC. 10. And be it further enacted, That section five of said act be so modified and amended that the Union Pacific Railroad Company, the Central Pacific Railroad Company, and any other company authorized to participate in the construction of said road, may, on the completion of each section of said road, as provided in this act and the act to which this act is an amendment, issue their first mortgage bonds on their respective railroad and telegraph
45 lines to an amount not exceeding the amount of the bonds of the United States, and of even tenor and date, time of maturity, rate and character of interest with the bonds authorized to be issued to said railroad companies, respectively. And the lien of the United States bonds shall be subordinate to that of the bonds of any or either of said companies hereby authorized to be issued on their respective roads, property, and equipments, except as to the provisions of the sixth section of the act to which this act is an amendment, relating to the transmission of despatches and the transportation of mails, troops, munitions of war, supplies, and public stores for the Government of the United States. And said section is further amended by striking out the word "forty" and inserting in lieu thereof the words "on each and every section of not less than twenty".

SEC. 11. And be it further enacted, That if any of the railroad companies entitled to bonds of the United States, or to issue their first mortgage bonds herein provided for has, at the time of the app

of this act issued, or shall thereafter issue, any of its own bonds or securities in such form or manner as in law or equity to entitle the same to priority or preference of payment to the said guaranteed bonds, or said first mortgage bonds, the amount of such corporate bonds outstanding and unsatisfied, or uncanceled, shall be deducted from the amount of such Government and first mortgage bonds which the company may be entitled to receive and issue; and such an amount only of such Government bonds and such first mortgage bonds shall be granted or permitted as, added to such outstanding, unsatisfied, or uncanceled bonds of the company, shall make up the whole amount per mile to which the company would otherwise have been entitled: And provided further, That before any bonds shall be so given by the United States, the company claiming them shall present to the Secretary of the Treasury an affidavit of the president and secretary of the company, to be sworn to before the judge of a court of record, setting forth whether said company has issued any such bonds or securities, and, if so, particularly describing the same, and such other evidence as the secretary may require, so as to enable him to make the deduction herein required; and such affidavit shall then be filed and deposited in the office of the Secretary of the Interior. And any person swearing falsely to any such affidavit shall be deemed guilty of perjury and, on conviction thereof, shall be punished as aforesaid: Provided, also, That no land granted by this act shall be conveyed to any party or parties, and no bonds shall be issued to any company or companies, party or parties, on account of any road or part thereof, made prior to the passage of the act to which this act is an amendment, or made subsequent thereto under the provisions of any act or acts other than this act and the act amended by this act.

SEC. 12. And be it further enacted, That the Leavenworth, Pawnee, and Western Railroad Company, now known as the Union Pacific Railroad Company, eastern division, shall build the railroad from the mouth of Kansas River by the way of Leavenworth or, if that be not deemed the best route, then the said company shall, within two years, build a railroad from the city of Leavenworth to unite with the main stem at or near the city of Lawrence; but to aid in the construction of said branch the said company shall not be entitled to any bonds. And if the Union Pacific Railroad Company shall not be proceeding in good faith to build the said railroad through the territories when the Leavenworth, Pawnee, and Western Railroad Company, now known as the Union Pacific Railroad Company, eastern division, shall have completed their road to the hundredth degree of longitude, then the last-named company may proceed to make said road westward until it meets and connects with the Central Pacific Railroad Company on the same line. And the said

railroad from the mouth of Kansas River to the one hundredth meridian of longitude shall be made by the way of Lawrence and Topeka or on the bank of the Kansas River opposite said towns: Provided, That no bonds shall be issued or land certified by the United States to any person or company for the construction of any part of the main trunk line of said railroad west of the one hundredth meridian of longitude and east of the Rocky Mountains until said road shall be completed from or near Omaha on the Missouri River to the said one hundredth meridian of longitude.

SEC. 13. And be it further enacted, That at and after the next election of directors the number of directors to be elected by the stockholders shall be fifteen; and the number of directors to be appointed by the President shall be five; and the President shall appoint three additional directors to serve until the next regular election, and thereafter five directors. At least one of said Government directors shall be placed on each of the standing committees of said company and at least one on every special committee that may be appointed. The Government directors shall, from time to time, report to the

49 Secretary of the Interior, in answer to any inquiries he may make of them, touching the condition, management, and progress of the work, and shall communicate to the Secretary of the Interior at any time such information as should be in the possession of the department. They shall, as often as may be necessary to a full knowledge of the condition and management of the line, visit all portions of the line of road, whether built or surveyed; and while absent from home attending to their duties as directors shall be paid their actual travelling expenses and be allowed and paid such reasonable compensation for their time actually employed as the board of directors may decide.

SEC. 14. And be it further enacted, That the next election for directors of said railroad shall be held on the first Wednesday of October next, at the office of said company in the city of New York, between the hours of ten o'clock a. m. and four o'clock p. m. of said day; and all subsequent regular elections shall be held annually thereafter at the same place; and the directors shall hold their offices for one year, and until their successors are qualified.

SEC. 15. And be it further enacted, That the several companies
50 authorized to construct the aforesaid roads are hereby required to operate and use said roads and telegraph for all purposes of communication, travel, and transportation, so far as the public and the Government are concerned, as one continuous line; and, in such operation and use, to afford and secure to each equal advantages and facilities as to rates, time, and transportation, without any discrimination of any kind in favor of the road or business of any or either of said companies, or adverse to the road or business

or either of the others, and it shall not be lawful for the proprietors of any line of telegraph authorized by this act or the act amended by this act to refuse or fail to convey for all persons requiring the transmission of news and messages of like character on pain of forfeiting to the person injured for each offence the sum of one hundred dollars and such other damage as he may have suffered on account of said refusal or failure, to be sued for and recovered in any court of the United States or of any State or Territory of competent jurisdiction.

Sec. 16. And be it further enacted, That any two or more of the companies authorized to participate in the benefits of this act are hereby authorized at any time to unite and consolidate their organizations, as the same may or shall be, upon such terms and conditions, and in such manner as they may agree upon, and as shall not be incompatible with this act or the laws of the State or States in which the roads of such companies may be, and to assume and adopt such corporate name and style as they may agree upon, with a capital stock not to exceed the actual cost of the roads so to be consolidated, and shall file a copy of such consolidation in the Department of the Interior; and thereupon such organization so formed and consolidated shall succeed to, possess, and be entitled to receive from the Government of the United States all and singular the grants, benefits, immunities, guarantees, acts, and things to be done and performed, and be subject to the same terms, conditions, restrictions, and requirements which said companies respectively, at the time of such consolidation, are or may be entitled or subject to under this act, in place and substitution of said companies so consolidated, respectively. And all other provisions of this act, so far as applicable, relating or in any manner appertaining to the companies so consolidated, or either thereof, shall apply and be of force as to such consolidated organization. And in case upon the completion by such consolidated organization of the roads, or either of them, of the companies so consolidated, any other of the road or roads of either of the other companies authorized as aforesaid (and forming or intended or necessary to form a portion of a continuous line from each of the several points on the Missouri River hereinbefore designated to the Pacific coast) shall not have constructed the number of miles of its said road within the time herein required, such consolidated organization is hereby authorized to continue the construction of its road and telegraph in the general direction and route upon which such incomplete or unconstructed road is hereinbefore authorized to be built until such continuation of the road of such consolidated organization shall reach the constructed road and telegraph of said other company, and at the point to connect and unite therewith; and for and in aid

thereof the said consolidated organization may do and perform, in reference to such portion of road and telegraph as shall so be in continuation of its constructed road and telegraph, and to the construction and equipment thereof, all and singular, the several acts and things hereinbefore provided, authorized, or granted to be done by the company herinbefore authorized to construct and equip the same, and shall be entitled to similar and like grants, benefits, immunities, guarantees, acts, and things to be done and performed by the Government of the United States, by the President of the United

States, by the Secretaries of the Treasury and Interior, and by
53 commissioners in reference to such company, and to such portion of the road hereinbefore authorized to be constructed by it, and upon the like and similar terms and conditions, so far as the same are applicable thereto. And said consolidated company shall pay to said defaulting company the value to be estimated by competent engineers of all the work done and material furnished by said defaulting company, which may be adopted and used by said consolidated company in the progress of the work under the provisions of this section: Provided, nevertheless, That said defaulting company may at any time, before receiving pay for its said work and material, as hereinbefore provided, on its own election, pay said consolidated company the value of the work done and material furnished by said consolidated company, to be estimated by competent engineers, necessary for and used in the construction of the road of said defaulting company, and resume the control of its said road; and all the rights, benefits, and privileges which shall be acquired, possessed, or exercised pursuant to this section shall be to that extent an abatement of the rights, benefits, and privileges hereinbefore granted to such other company. And in case any company authorized thereto shall not enter into such consolidated organization, such
54 company, upon the completion of its road as hereinbefore provided, shall be entitled to, and is hereby authorized to, continue and extend the same under the circumstances and in accordance with the provisions of this section, and to have all the benefits thereof, as fully and completely as are herein provided touching such consolidated organization. And in case more than one such consolidated organization shall be made pursuant to this act, the terms and conditions of this act hereinbefore recited as to one shall apply in like manner, force, and effect to the other: Provided, however, That rights and interests at any time acquired by one such consolidated organization shall not be impaired by another thereof. It is further provided that, should the Central Pacific Railroad Company of California complete their line to the eastern line of the State of California before the line of the Union Pacific Railroad Company shall have been extended westward so as to meet the

of said first-named company, said first-named company may extend their line of road eastward one hundred and fifty miles on the established route so as to meet and connect with the line of the Union Pacific road, complying in all respects with the provisions and restrictions of this act as to said Union Pacific road, and upon doing so shall enjoy all the rights, privileges, and benefits conferred by this act on said Union Pacific Railroad Company.

SEC. 17. And be it further enacted, That so much of section fourteen of said act as relates to a branch from Sioux City be, and the same is hereby, amended so as to read as follows: That whenever a line of railroad shall be completed through the States of Iowa or Minnesota to Sioux City, such company, now organized, or may hereafter be organized, under the laws of Iowa, Minnesota, Dakota, or Nebraska as the President of the United States, by its request, may designate or approve for that purpose, shall construct and operate a line of railroad and telegraph from Sioux City, upon the most direct and practicable route, to such a point on, and so as to connect with, the Iowa branch of the Union Pacific Railroad from Omaha, or the Union Pacific Railroad, as such company may select, and on the same terms and conditions as are provided in this act and the act to which this is an amendment, for the construction of the said Union and Pacific Railroad and telegraph line and branches; and said company shall complete the same at the rate of fifty miles per year: Provided, That said Union Pacific Railroad Company shall be, and is hereby, released from the construction of said branch. And said company constructing said branch shall not be entitled to receive in bonds an amount larger than the said Union Pacific Railroad Company would be entitled to receive if it had constructed the branch under this act and the act to which this is an amendment; but said company shall be entitled to receive alternate sections of land for ten miles in width on each side of the same along the whole length of said branch: And provided further, That if a railroad should not be completed to Sioux City, across Iowa or Minnesota, within eighteen months from the date of this act, then said company designated by the President, as aforesaid, may commence, continue, and complete the construction of said branch as contemplated by the provisions of this act: Provided, however, That if the said company so designated by the President as aforesaid shall not complete the said branch from Sioux City to the Pacific Railroad within ten years from the passage of this act, then, and in that case, all of the railroad which shall have been constructed by said company shall be forfeited to, and become the property of, the United States.

SEC. 18. And be it further enacted, That the Burlington and Missouri River Railroad Company, a corporation organized under and governed by the laws of the State of Iowa, be, and hereby is, author-

ized to extend i[t]s road through the Territory of Nebraska from the point where it strikes the Missouri River, south of the mouth
57 of the Platte River, to some point not further west than the one-hundredth meridian of west longitude, so as to connect by the most practicable route with the main trunk of the Union Pacific Railroad, or that part of it which runs from Omaha to the said one-hundredth meridian of west longitude. And, for the purpose of enabling said Burlington and Missouri River Railroad Company to construct that portion of their road herein authorized, the right of way through the public lands is hereby granted to said company for the construction of said road. And the right, power, and authority is hereby given to said company to take from the public lands adjacent to the line of said road earth, stone, timber, and other materials for the construction thereof. Said right of way is granted to said company to the extent of two hundred feet where it may pass over the public lands, including all necessary grounds for stations, buildings, workshops, depots, machine shops, switches, side-tracks, turntables, and water stations. And the United States shall extinguish, as rapidly as may be consistent with public policy and the welfare of the said Indians, the Indian titles to all lands falling under the operation of this section and required for the said right of way and grant of land herein made.

SEC. 19. And be it further enacted, That for the purpose
58 of aid in the construction of said road there be, and hereby is, granted to the said Burlington and Missouri River Railroad Company every alternate section of public land (excepting mineral lands as provided in this act) designated by odd numbers, to the amount of ten alternate sections per mile on each side of said road, on the line thereof, and not sold, reserved, or otherwise disposed of by the United States, and to which a preemption or homestead claim may not have attached at the time the line of said road is definitely fixed: Provided, That said company shall accept this grant within one year from the passage of this act, by filing such acceptance with the Secretary of the Interior, and shall also establish the line of said road and file a map thereof with the Secretary of the Interior within one year of the date of said acceptance, when the said Secretary shall withdraw the lands embraced in this grant from market.

SEC. 20. And be it further enacted, That whenever said Burlington and Missouri River Railroad Company shall have completed twenty consecutive miles of the road mentioned in the foregoing section, in the manner provided for other roads mentioned in this act and the act to which this is an amendment, the President of the

United States shall appoint three commissioners to examine
59 and report to him in relation thereto; and if it shall app

that twenty miles of said road have been completed, as required by this act, then, upon certificate of said commissioner(s) to that effect, patents shall issue conveying the right and title to said lands to said company on each side of said road, as far as the same is completed, to the amount aforesaid; and such examination, report, and conveyance, by patents, shall continue from time to time in like manner until said road shall have been completed. And the President shall appoint said commissioners, fill vacancies in said commission, as provided in relation to other roads mentioned in the act to which this is an amendment. And the said company shall be entitled to all the privileges and immunities granted to the Hannibal and Saint Joseph's Railroad Company by the said last-mentioned act, so far as the same may be applicable: Provided, That no Government bonds shall be issued to the said Burlington and Missouri River Railroad Company to aid in the construction of said extension of its road: And provided further, That said extension shall be completed within the period of ten years from the passage of this act.

Sec. 21. And be it further enacted, That before any land granted by this act shall be conveyed to any company or party entitled thereto under this act, there shall first be paid into the Treasury of the United States the cost of surveying, selecting, and conveying the same, by the said company or party in interest, as the titles shall be required by said company, which amount shall, without any further appropriation, stand to the credit of the proper account, to be used by the Commissioner of the General Land Office for the prosecution of the survey of the public lands along the line of said road, and so from year to year until the whole shall be completed as provided under the provisions of this act.

Sec. 22. And be it further enacted, That Congress may at any time alter, amend, or repeal this act.

Approved July 2, 1864.

PETITIONER'S EXHIBIT No. 4, SEPTEMBER 21, 1914.

[Extract from U. S. Statutes at Large, volume 13, page 504.]

CHAP. LXXXVIII.—An act to amend an act entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean and to secure to the Government the use of the same for postal, military, and other purposes," approved July first, eighteen hundred and sixty-two, and to amend an act amendatory thereof, approved July second, eighteen hundred and sixty-four.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled. That section ten of

said act of July second, eighteen hundred and sixty-four, be so modified and amended as to allow the Central Pacific Railroad Company and the Western Pacific Railroad Company, of California; the Union Pacific Railroad Company; the Union Pacific Railroad Company, eastern division; and all other companies provided for in the said act of the second of July, eighteen hundred and sixty-four, to issue their six per centum thirty years' bonds, interest payable in any lawful money of the United States, upon their separate roads.

62 And the same companies are hereby authorized to issue, respectively, their bonds to the extent of one hundred miles in advance of a continuous completed line of construction.

SEC. 2. And be it further enacted, That the assignment made by the Central Pacific Railroad Company of California to the Western Pacific Railroad Company of said State of the right to construct all that portion of said railroad and telegraph from the city of San Jose to the city of Sacramento is hereby ratified and confirmed to the said Western Pacific Railroad Company, with all the privileges and benefits of the several acts of Congress relating thereto and subject to all the conditions thereof: Provided, That the time within which the said Western Pacific Railroad Company shall be required to construct the first twenty miles of their said road shall be one year from the first day of July, eighteen hundred and sixty-five, and that the entire road shall be completed from San Jose to Sacramento, connecting at the latter point with the said Central Pacific Railroad, within four years thereafter.

Approved, March 3, 1865.

63 PETITIONER'S EXHIBIT No. 5, SEPTEMBER 21, 1914.

[14 Statutes at Large, pp. 79, 80.]

CHAP. CLIX.—An act to amend an act entitled "An act to amend an act entitled 'An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes,' approved July 1, 1862," approved July 2, 1864.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Union Pacific Railway Company, eastern division, is hereby authorized to designate the general route of their said road and to file a map thereof, as now required by law, at any time before the first day of December, eighteen hundred and sixty-six; and upon the filing of the said map, showing the general route of said road, the lands along

the entire line thereof, so far as the same may be designated, shall be reserved from sale by order of the Secretary of the Interior: Provided, That said company shall be entitled to only the same amount of the bonds of the United States to aid in the construction of their line of railroad and telegraph as they would have been entitled to if they had connected their said line with the Union Pacific Railroad on the one hundredth degree of longitude as now required by law: And provided further, That said company shall connect their line of railroad and telegraph with the Union Pacific Railroad, but not at a point more than fifty miles westwardly from the meridian of Denver in Colorado.

SEC. 2. And be it further enacted, That the Union Pacific Railroad Company, with the consent and approval of the Secretary of the Interior, are hereby authorized to locate, construct, and continue their road from Omaha, in Nebraska Territory, westward, according to the best and most practicable route, and without reference to the initial point on the one hundredth meridian of west longitude, as now provided by law, in a continuous completed line, until they shall meet and connect with the Central Pacific Railroad Company of California; and the Central Pacific Railroad Company of California, with the consent and approval of the Secretary of the Interior, are hereby authorized to locate, construct, and continue their road eastward, in a continuous completed line, until they shall meet and connect with the Union Pacific Railroad: Provided, That each of the above-named companies shall have the right, when the nature of the work to be done, by reason of deep cuts and tunnels, shall for the expeditious construction of the Pacific Railroad require it, to work for an extent of not to exceed three hundred miles in advance of their continuous completed lines.

Approved, July 3, 1866.

PETITIONER'S EXHIBIT No. 6, SEPTEMBER 21, 1914.

[Extract from U. S. Statutes at Large, volume 14, pp. 292-299.]

CHAP. CCLXXVIII.—An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific coast.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That John B. Brown, Anson P. Morrill, Samuel F. Hersey, William G. Crosby, Samuel E. Spring, Samuel P. Dinsmore, of Maine; N. S. Upham, Frederick Smyth, Onslow Stearns, S. G. Griffin, William E. Chandler, of New Hampshire; T. W. Parke, H. H. Baxter, John Gregory Smith, A. P. Lyman, of Vermont; Walter S. Burges, William S.

Slater, Stephen Harris, Thomas P. Shepard, of Rhode Island; William Merritt, Alexander H. Bullock, George L. Stearns, Genery Twitchell, Charles H. Warren, Chester W. Chapin, of Massachusetts; John Boyd, Robert C. Wetmore, John T. Wait, Cyrus Northrop, of Connecticut; Solon Humphreys, J. Bigler, Homer Ramsdell, Isaac H. Knox, John A. C. Gray, Daniel L. Ross, A. V. Stout, M. K. Jessup, R. E. Fenton, E. L. Fancher, J. C. Fremont, James Hoy, Jesse M. Bolles, Edward Gilbert, James P. Robinson, Oliver C. Billings, of New York; Charles Bachelor, John Edgar

67 Thompson, Morton McMichael, T. Haskins Du Puy, Thomas A. Scott, Charles Rickettson, William Lyon, George W. Cass, Levi Parsons, of Pennsylvania; Charles Knap, J. L. N. Stratton, James B. Dayton, Robert F. Stockton, Alexander G. Cattell, A. W. Markley, of New Jersey; John W. Garrett, Charles J. M. Gwinn, Robert Fowler, Jacob Tome, Thomas M. Lanahan, of Maryland; Charles J. Dupont, Henry Ridgley, Andrew C. Gray, Nat. Smythers, of Delaware; Bellamy Storer, George B. Senter, William Baker, Samuel Galloway, David Tod, Charles Anderson, Bird B. Chapman, Edward Sturgis, Israel Dille, of Ohio; Edwin Peck, William D. Griswold, James P. Luse, Samuel E. Perkins, Conrad Baker, of Indiana; Richard J. Oglesby, N. B. Judd, Samuel A. Buckmaster, D. L. Phillips, L. P. Sanger, of Illinois; Eber B. Ward, Omar D. Congar, Nathaniel W. Brooks, Alexander H. Morrison, of Michigan; Z. G. Simmons, Alexander Mitchell, J. J. Williams, G. A. Thompson, J. J. R. Pease, John H. Hersey, of Wisconsin; Henry A. Smith, Sherman Finch, William Mitchell, R. F. Crowell, L. F. Hubbard, E. F. Drake, of Minnesota; Lyman Cook, Platt Smith, Jacob Butler, Henry I. Reid, Hoyt Sherman, of Iowa, William G. Brownlow, of Tennessee; Thomas C. Fletcher, B. R. Bonner, John M. Richardson, Emil Pretorious, E. W. Fox, R. J. McElheny, Charles H. Howland, Madison Miller, George W. Fishback, T. J. Hubbard,

68 George Knapp, Charles K. Dickson, A. G. Braun, G. L. Hewitt, P. A. Thompson, James W. Thomas, Charles E. Moss, Edward Walsh, A. R. Easton, Truman J. Horner, J. B. Eads, D. R. Garrison, W. A. Kayser, George P. Robinson, of Missouri; Thomas E. Bramlette, Benjamin Gratz, C. E. Warren, Lazarus W. Powell, John Mason Brown, Joshua Speed, of Kentucky; Solon Thatcher, Jacob Stotter, William B. Edwards, James G. Blunt, Robert McBratney, of Kansas; Harrison Hagus, James Cook, Robert Crangle, Benjamin H. Smith, of West Virginia; Lorenzo Sherwood, A. J. Hamilton, of Texas; William Gilpin, Henry C. Leach, of Colorado; Phinneas Banning, Timothy G. Phelps, William B. Carr, Edward F. Beale, Fred. F. Lowe, Benj. B. Redding, B. W. Hathaway, Leonidas Haskell, Frederick Billings, of California; W. S. Ladd, J. R. Moores, Walter Monteith, John Kelly, B. F. Dowell, of Oregon; James I.

Henry Connelly, Franciscus Perea, of New Mexico; J. H. A. P. K. Safford, E. S. Davis, of Nevada; King S. Woolsey, H. Hardy, Coles Bashford, of Arizona; Henry D. Cooke, the District of Columbia; and all such other persons who shall may be associated with them and their successors, are hereby and erected into a body corporate and politic, in deed and in law, by the name, style, and title of the "Atlantic and Pacific Railroad Company," and by that name shall have perpetual succession, and shall be able to sue and be sued, plead and be pleaded, defend and be defended, in all courts of law and equity within the United States, and may make and have a common seal. and said corporation is hereby authorized and empowered to lay out, locate, and construct, furnish, maintain, and enjoy a continuous railroad and telegraph line, with the appurtenances, namely: Beginning at or near the town of Springfield, in the State of Missouri, thence to the western boundary line of said State, and thence by the most eligible railroad route as shall be determined by said company to a point on the Canadian River; thence to the town of Alton, on the River Del Norte; and thence, by way of the Agua Fria, or other suitable pass, to the headwaters of the Colorado River; and thence, along the thirty-fifth parallel of latitude, as far as may be found most suitable for a railway route, to the Colorado River, at such point as may be selected by said company for crossing; thence by the most practicable and eligible route to the Pacific. The said company shall have the right to construct a branch from the point at which the road strikes the Canadian River eastwardly, along the most suitable route as selected, to a point in the western boundary line of Arkansas, at or near the town of Van Buren. And the said company is hereby vested with all the powers, privileges, and immunities necessary to carry into effect the purposes of this act as herein set forth. The capital stock of said company shall consist of one million shares of one hundred dollars each, which shall in all respects be deemed personal property, and shall be transferable in such manner as the laws of said corporation shall provide. The persons hereinbefore named are hereby appointed commissioners, and shall be called the board of commissioners of the "Atlantic and Pacific Railroad Company," and fifteen shall constitute a quorum for the transaction of business. The first meeting of said board of commissioners shall be held at the Turner Hall, in the city of St. Louis, on the first day of October, anno Domini eighteen hundred and sixty-six, or at such time within three months thereafter as any ten commissioners herein named from Missouri shall appoint, notice of which shall be given by them to the other commissioners by publishing said notice in at least one daily newspaper in the cities of Boston, New York, Cincinnati, Saint Louis,

Memphis, and Nashville once a week for at least four weeks previous to the day of meeting. Said board shall organize by the choice

from its number of a president, vice president, secretary, and

71 treasurer, and they shall require from said treasurer such

bonds as may be deemed proper, and may from time to time

increase the amount thereof as they may deem proper. The secre-

tary shall be sworn to the faithful performance of his duties, and

such oath shall be entered upon the records of the company, signed

by him, and the oath verified thereon. The president and secretary

of said boards shall in like manner call all other meetings, naming

the time and place thereof. It shall be the duty of said board of

commissioners to open books, or cause books to be opened, at such

times and in such principal cities or other places in the United States

as they or a quorum of them shall determine, within twelve months

after the passage of this act, to receive subscriptions to the capital

stock of said corporation, and a cash payment of ten per centum of

all subscriptions, and to receipt therefor. So soon as ten thousand

shares shall in good faith be subscribed for, and ten dollars per

share actually paid into the treasury of the company, the said presi-

dent and secretary of said board of commissioners shall appoint

time and place for the first meeting of the subscribers to the stock

of said company, and shall give notice thereof in at least one newspaper

in each State in which subscription books have been opened

at least fifteen days previous to the day of meeting, and such

72 subscribers as shall attend the meeting so called, either in

person or by lawful proxy, then and there shall elect by ballot

thirteen directors for said corporation; and in such election each

share of said capital stock shall entitle the owner thereof to one vote.

The president and secretary of the board of commissioners, and in

case of their absence or inability any two of the officers of said board

shall act as inspectors of said election, and shall certify under their

hands the names of the directors elected at said meeting. And the

said commissioners, treasurer, and secretary shall then deliver over

to said directors all the moneys, properties, subscription books, and

other books in their possession, and thereupon the duties of said

commissioners and the officers previously appointed by them shall

cease and determine forever, and thereafter the stockholders shall

constitute said body politic and corporate. Annual meetings of the

stockholders of the said corporation for the choice of officers (where

they are to be chosen) and for the transaction of business shall be

held at such time and place and upon such notice as may be pre-

scribed in the by-laws.

SEC. 2. And be it further enacted, That the right of way

73 through the public lands be, and the same is hereby, granted

to the said Atlantic and Pacific Railroad Company, its

and assigns, for the construction of a railroad and telegraph as proposed; and the right, power, and authority is hereby given to said corporation to take from the public lands adjacent to the line of said road material of earth, stone, timber, and so forth, for the construction thereof. Said way is granted to said railroad to the extent of one hundred feet in width on each side of said railroad where it may pass through the public domain, including all necessary grounds for station buildings, workshops, depots, machine shops, switches, sidetracks, turntables, and water stations; and the right of way shall be exempt from taxation within the Territories of the United States. The United States shall extinguish, as rapidly as may be consistent with public policy and the welfare of the Indians, and only by their voluntary cession, the Indian title to all lands falling under the operation of this act and acquired in the donation to the road named in the act.

Sec. 3. And be it further enacted, That there be, and hereby is, granted to the Atlantic and Pacific Railroad Company, its successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line to the Pacific coast, and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores over the route of said line of railway and its branches, every alternate section of public land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile, on each side of said railroad line, as said company may adopt, through the Territories of the United States, and ten alternate sections of land per mile on each side of said railroad whenever it passes through any State, and whenever, on the line thereof, the United States have full title, not reserved, sold, granted, or otherwise appropriated, and free from preemption or other claims or rights, at the time the line of said road is designated by a plat thereof, filed in the office of the Commissioner of the General Land Office; and whenever, prior to said time, any of said sections or parts of sections shall have been granted, sold, reserved, occupied by homestead settlers, or preempted, or otherwise disposed of, other lands shall be selected by said company in lieu thereof, under the direction of the Secretary of the Interior, in alternate sections, and designated by odd numbers, not more than ten miles beyond the limits of said alternate sections, and not including the reserved numbers: Provided, That if said route shall be found upon the line of any other railroad route, to aid in the construction of which lands have been heretofore granted by the United States, as far as the routes are upon the same general line, the amount of land heretofore granted shall be deducted from the amount granted by this act: Provided further, That the railroad company receiving the previous

grant of land may assign their interest to said "Atlantic and Pacific Railroad Company," or may consolidate, confederate, and associate with said company upon the terms named in the first and seventeenth sections of this act: Provided further, That all mineral lands be, and the same are hereby, excluded from the operations of this act, and in lieu thereof a like quantity of unoccupied and unappropriated agricultural lands in odd-numbered sections nearest to the line of said road, and within twenty miles thereof, may be selected as above provided: And provided further, That the word "mineral," when it occurs in this act, shall not be held to include iron or coal: And provided further, That no money shall be drawn from the Treasury of the United States to aid in the construction of the said "Atlantic and Pacific Railroad."

76 SEC. 4. And be it further enacted, That whenever said Atlantic and Pacific Railroad Company shall have twenty-five consecutive miles of any portion of said railroad and telegraph line ready for the service contemplated the President of the United States shall appoint three commissioners to examine the same, who shall be paid a reasonable compensation for their services by the company, to be determined by the Secretary of the Interior; and if it shall appear that twenty-five consecutive miles of said road and telegraph line have been completed in a good, substantial, and workmanlike manner, as in all other respects required by this act, the commissioners shall so report under oath to the President of the United States, and patents of lands, as aforesaid, shall be issued to said company, confirming to said company the right and title to said lands situated opposite to and coterminous with said completed section of said road. And from time to time, whenever twenty-five additional consecutive miles have been constructed, completed, and in readiness as aforesaid, and verified by said commissioners to the President of the United States, then patents shall be issued to said company conveying the additional sections of land as aforesaid, and so on as fast as every twenty-five miles of said road is completed as aforesaid.

77 SEC. 5. And be it further enacted, That said Atlantic and Pacific Railroad shall be constructed in a substantial and workmanlike manner, with all the necessary draws, culverts, bridges, viaducts, crossings, turn-outs, stations, and watering places, and all other appurtenances, including furniture and rolling stock, equal in all respects to railroads of the first class when prepared for business with rails of the best quality, manufactured from American iron. And a uniform gauge shall be established throughout the entire length of the road. And there shall be constructed a telegraph line of the most substantial and approved description, to be operated along the entire line: Provided, That the said company shall

charge the Government higher rates than they do individuals for like transportation and telegraphic service. And it shall be the duty of the Atlantic and Pacific Railroad Company to permit any other railroad which shall be authorized to be built by the United States, or by the legislature of any Territory or State in which the same may be situated, to form running connections with it, on fair and equitable terms.

Sec. 6. And be it further enacted, That the President of the United States shall cause the lands to be surveyed for forty miles in width on both sides of the entire line of said road after the general route shall be fixed, and as fast as may be required by the construction of said railroad; and the odd sections of land hereby granted shall not be liable to sale or entry or preemption before or after they are surveyed, except by said company, as provided in this act; but the provisions of the act of September, eighteen hundred and forty-one, granting preemption rights, and the acts amendatory thereof, and of the act entitled "An act to secure homesteads to actual settlers on the public domain," approved May twenty, eighteen hundred and sixty-two, shall be, and the same are hereby, extended to all other lands on the line of said road when surveyed, excepting those hereby granted to said company.

Sec. 7. And be it further enacted, That the said Atlantic and Pacific Railroad Company be, and is hereby, authorized and empowered to enter upon, purchase, take, and hold any lands or premises that may be necessary and proper for the construction and working of said road, not exceeding in width one hundred feet on each side of the line of its railroad, unless a greater width be required for the purpose of excavation or embankment; and also any lands or premises that may be necessary and proper for turnouts, standing places for cars, depots, station houses, or any other structures required in the construction and working of said road. And the said company shall have the right to cut and remove trees and other material that might, by falling, encumber its roadbed, though standing or being more than two hundred feet from the line of said road. And in case the owner of such lands or premises and the said company cannot agree as to the value of the premises taken, or to be taken, for the use of said road, the value thereof shall be determined by the appraisal of three disinterested commissioners, who may be appointed upon application by either party to any court of record in any of the Territories in which the lands or premises to be taken lie; and said commissioners, in their assessment of damages, shall appraise such premises at what would have been the value thereof if the road had not been built. And upon return into court of such appraisement, and upon the payment into the same of the assessed value of the premises taken for the use and benefit of the

owner thereof, said premises shall be deemed to be taken by said company, which shall thereby acquire full title to the same for the purposes aforesaid. And either party feeling aggrieved at said
80 appraisalment may, within thirty days after the same has been returned into court, file an appeal therefrom, and demand a jury of twelve men to estimate the damage sustained; but such appeal shall not interfere with the rights of said company to enter upon the premises taken, or to do any act necessary and proper in the construction of its road. And said party appealing shall give bonds, with sufficient surety or sureties, for the payment of any cost that may arise upon such appeal; and in case the party appealing does not obtain a verdict more favorable, such party shall pay the whole cost incurred by the appellee, as well as his own, and the payment into court, for the use of the owner of said premises taken, at a sum equal to that finally awarded, shall be held to vest in said company the title of said land, and the right to use and occupy the same for the construction, maintenance, and operation of said road. And in case any
of the lands to be taken as aforesaid shall be held by an infant, femme covert, non compos, insane person, or persons residing without the Territory within which the lands to be taken lie, or persons subjected to any legal disability, the court may appoint a guardian, for any
81 party under any disqualification, to appear in proper person, who shall give bonds, with sufficient surety or sureties, for the proper and faithful execution of his trust, and who may represent in court the person disqualified, as aforesaid, from appearing, when the same proceedings shall be had in reference to the appraisalment of the premises to be taken for the use of said company, and with the same effect as has been already described; and the title of the company to the lands taken by virtue of this act shall not be affected or impaired by reason of any failure by any guardian to discharge faithfully his trust. And in case any party shall have a right or claim to any land for a term of years, or any interest therein, in possession, reversion, or remainder, the value of any such estate, less than a fee simple, shall be estimated and determined in the manner hereinbefore set forth. And in case it shall be necessary for the company to enter upon any lands which are unoccupied, and of which there is no apparent owner or claimant, it may proceed to take and use the same for the purposes of said railroad, and may institute proceedings, in manner described, for the purpose of ascertaining the value of, and of acquiring a title to, the same; but the judge of the court hearing said suit shall determine the kinds of notice to be
82 served on such owner or owners, and he may, in his discretion, appoint an agent or guardian to represent such owner or owners in case of his or their incapacity or nonappearance. But in case no claimant shall appear within six years from

the opening of said road across any land, all claims to damages against said company shall be barred.

Sec. 8. And be it further enacted, That each and every grant, right, and privilege herein are so made and given to and accepted by said Atlantic and Pacific Railroad Company upon and subject to the following conditions, namely: That the said company shall commence the work on said road within two years from the approval of this act by the President, and shall complete not less than fifty miles each year after the second year, and shall construct, equip, furnish, and complete the main line of the whole road by the fourth day of July, anno Domini eighteen hundred and seventy-eight.

Sec. 9. And be it further enacted, That the United States make the several conditional grants herein, and that the said Atlantic and Pacific Railroad Company accept the same upon the further condition that if the said company make any breach of the conditions thereof and allow the same to continue for upwards of one year, then in such case, at any time hereafter, the United States may do any and all acts and things which may be needful and necessary to insure a speedy completion of the said road.

Sec. 10. And be it further enacted, That all people of the United States shall have the right to subscribe to the stock of the Atlantic and Pacific Railroad Company until the whole capital named in this act of incorporation is taken up by complying with the terms of subscription.

Sec. 11. And be it further enacted, That said Atlantic and Pacific Railroad, or any part thereof, shall be a post route and military road, subject to the use of the United States for postal, military, naval, and all other Government service, and also subject to such regulations as Congress may impose restricting the charges for such Government transportation.

Sec. 12. And be it further enacted, That the acceptance of the terms, conditions, and impositions of this act by the said Atlantic and Pacific Railroad Company shall be signified in writing under the corporate seal of said company, duly executed pursuant to the direction of its board of directors first had and obtained, which acceptance shall be made within two years after the passage of this act, and not afterwards, and shall be deposited in the office of the Secretary of the Interior.

Sec. 13. And be it further enacted, That the directors of said company shall make and publish an annual report of their proceedings and expenditures, verified by the affidavits of the President and at least six of the directors, a copy of which shall be deposited in the office of said Secretary of the Interior, and they shall, from time to time, fix, determine, and regulate the fares, tolls,

and charges to be received and paid for transportation of persons and property on said road, or any part thereof.

SEC. 14. And be it further enacted, That the directors chosen in pursuance of the first section of this act shall, so soon as may be after their election, elect from their own number a president and vice president; and said board of directors shall, from time to time, and so soon as may be after their election, choose a treasurer and secretary, who shall hold their offices at the will and pleasure of the board of directors. The treasurer and secretary shall give such bonds, with such security as the said board from time to time may require. The secretary shall, before entering upon his duty, be sworn
85 to the faithful discharge thereof, and said oath shall be made a matter of record upon the books of said corporation. No person shall be a director of said company unless he shall be a stockholder, and qualified to vote for directors at the election at which he shall be chosen.

SEC. 15. And be it further enacted, That the president, vice president, and directors shall hold their offices for the period indicated in the by-laws of said company, not exceeding three years, respectively, and until others are chosen in their place, and qualified. In case it shall so happen that an election of directors shall not be made on any day appointed by the by-laws of said company, the corporation shall not for that excuse be deemed to be dissolved, but such election may be holden on any day which shall be appointed by the directors. The directors, of whom seven, including the president, shall be a quorum for the transaction of business, shall have full power to make and prescribe such by-laws, rules, and regulations as they shall deem needful and proper touching the disposition and management of the stock, property, estate, and effects of the company, the transfer of shares, the duties and conduct of their officers and servants touching the election and meeting of the
86 directors, and all matters whatsoever which may appertain to the concerns of said company; and the said board of directors may have full power to fill any vacancy or vacancies that may occur from any cause or causes from time to time in their said board. And the said board of directors shall have power to appoint such engineers, agents, and subordinates as may from time to time be necessary to carry into effect the object of the company, and to do all acts and things touching the location and construction of said road.

SEC. 16. And be it further enacted, That it shall be lawful for the directors of said company to require payment of the sum of ten per centum cash assessment upon all subscriptions received of all subscribers, and the balance thereof at such times and in such proportions and on such conditions as they shall deem to be ne

complete the said road and telegraph lines within the time in this act prescribed. Sixty days' previous notice shall be given of the payments required and of the time and place of payment by publishing a notice once a week in one daily newspaper in each of the cities of Boston, New York, Cincinnati, Saint Louis, Memphis, and Nashville, and in case any stockholder shall neglect or refuse to pay in pursuance of such notice the stock held by such person shall be forfeited absolutely to the use of the company, and also any payment or payments that shall have been made on account thereof, subject to the condition that the board of directors may allow the redemption on such terms as they may prescribe.

Sec. 17. And be it further enacted, That the said company is authorized to accept to its own use any grant, donation, loan, power, franchise, aid, or assistance which may be granted to or conferred on said company by the Congress of the United States, by the legislature of any State, or by any corporation, person, or persons, or by any Indian tribe or nation through whose reservation the road herein provided for may pass; and said corporation is authorized to hold and enjoy any such grant, donation, loan, power, franchise, aid, or assistance, to its own use for the purpose aforesaid: Provided, That any such grant or donation, power, aid, or assistance from any Indian tribe or nation shall be subject to the approval of the President of the United States.

Sec. 18. And be it further enacted, That the Southern Pacific Railroad, a company incorporated under the laws of the State of California, is hereby authorized to connect with the said Atlantic and Pacific Railroad, formed under this act, at such point near the boundary line of the State of California, as they shall deem most suitable for a railroad line to San Francisco, and shall have a uniform gauge and rate of freight or fare with said road; and in consideration thereof, to aid in its construction, shall have similar grants of land, subject to all the conditions and limitations herein provided, and shall be required to construct its road on the like regulations as to time and manner with the Atlantic and Pacific Railroad herein provided for.

Sec. 19. And be it further enacted, That unless the said Atlantic and Pacific Railroad Company shall obtain bona fide subscriptions to the stock of said company to the amount of one million of dollars, with ten per centum paid, within two years after the passage of and approval of this act, it shall be null and void.

Sec. 20. And be it further enacted, That the better to accomplish the object of this act, namely, to promote the public interest and welfare by the construction of said railroad and telegraph line, and keeping the same in working order, and to secure to the Government

at all times, but particularly in time of war, the use and benefits of the same for postal, military, and other purposes, Congress
89 may, at any time, having due regard for the rights of said Atlantic and Pacific Railroad Company, add to, alter, amend, or repeal this act.

SEC. 21. And be it further enacted, That whenever in any grant of land or other subsidies, made or hereafter to be made, to railroads or other corporations, the United States has reserved the right, or shall reserve it, to appoint directors, engineers, commissioners, or other agents, to examine said roads, or act in conjunction with other officers of said company or companies, all the costs, charges, and pay of said directors, engineers, commissioners, or agents, shall be paid by the respective companies. Said directors, engineers, commissioners, or agents shall be paid for said services the sum of ten dollars per day for each and every day actually and necessarily employed, and ten cents per mile for each and every mile actually and necessarily travelled, in discharging the duties required of them, which per diem and mileage shall be in full compensation for said services. And in case any company shall refuse or neglect to make such payments, no more patents for lands or other subsidies shall be issued to said company until these requirements are complied with.

Approved, July 27, 1866.

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PETITIONER'S EXHIBIT No. 7, SEPTEMBER 21, 1914.

[Extract from U. S. Statutes at Large, volume 15, page 79.]

CHAP. LXXVII.—An act relative to filing reports of railroad companies.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the reports required to be made to the Secretary of the Treasury on or before the first day of July of each year, by the corporations created by or entitled to subsidies under the provisions of an act entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes," approved July first, eighteen hundred and sixty-two, and the acts supplemental to and amendatory thereof, shall hereafter be made to the Secretary of the Interior, on or before the first day of October of each year. Said reports shall furnish full and specific information upon the several points mentioned in the twentieth section of the said
act of eighteen hundred and sixty-two, and shall be verified as
91 therein prescribed, and on failure to make the same as heretofore

the issue of bonds or patents to the company in default shall be suspended until the requirements of this act shall be complied with by such company. And the reports hitherto made to the Secretary of the Treasury under the said act of July first, eighteen hundred and sixty-two, shall be transferred and delivered by him to the Secretary of the Interior to be filed by him.

Sec. 2. And be it further enacted, That the corporations created by the provisions of the acts of Congress approved July second, eighteen hundred and sixty-four, and July twenty-seventh, eighteen hundred and sixty-six, and known as the Northern Pacific Railroad Company, the Atlantic and Pacific Railroad Company, and the Southern Pacific Railroad Company, shall make reports to the Secretary of the Interior on or before the first of October of each year, as are required to be made by the Union Pacific Railroad and branches, under the provisions of the first section of this act, and on failure so to do shall be subject to the like suspension.

Sec. 3. And be it further enacted, That the reports required from the commissioners appointed to examine and report in relation to the road of any of the corporations whereto reference is made in this act shall be addressed to and filed in the Department of the Interior; and all such reports heretofore made shall be transferred to and filed in said Department of the Interior; and so much of any and all acts as requires any reports from such companies, or any officers thereof, to be made to the Secretary of the Treasury, is hereby repealed.

Sec. 4. And be it further enacted, That, in addition to the eight subjects referred to in section twenty of the act of July, eighteen hundred and sixty-two, to be reported upon, there shall also be furnished annually to the Secretary of the Interior all reports of engineers, superintendents, or other officers who make annual reports to any of said railroad companies.

Approved, June 25, 1868.

PETITIONER'S EXHIBIT No. 8, SEPTEMBER 21, 1914.

[U. S. Statutes at Large, vol. 16, pp. 56-57.]

(No. 19.) Joint resolution for the protection of the interests of the United States in the Union Pacific Railroad Company, the Central Pacific Railroad Company, and for other purposes.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the stockholders of the Union Pacific Railroad Company, at a meeting to be held on the twenty-second day of April, eighteen hundred and

sixty-nine, at the city of Boston (with power to adjourn from day to day), shall elect a board of directors for the ensuing year; and said stockholders are hereby authorized to establish their general office at such place in the United States as they may select at said meeting: Provided, That the passage of this resolution shall not confer any other right upon said Union Pacific Railroad Company than to hold such election, or be held in any manner to relinquish or waive any rights of the United States to take advantage of any act or neglect of said Union Pacific Railroad Company heretofore done or omitted whereby the rights of the general Government have been or may be prejudiced: And provided further, That the common terminus of the Union Pacific and the Central Pacific railroads shall be at or near Ogden; and the Union Pacific Railroad Company shall build, and the Central Pacific Railroad Company pay for and own the railroad from the terminus aforesaid to Promontory Summit, at which point the rails shall meet and connect and form one continuous line.

SEC. 2. And be it further resolved, That to ascertain the condition of the Union Pacific Railroad and the Central Pacific Railroad, the President of the United States is authorized to appoint a board of eminent citizens, not exceeding five in number, and who shall not be interested in either road, to examine and report upon the condition of, and what sum or sums, if any, will be required to complete each of said roads, for the entire length thereof, to the said terminus as a first-class railroad, in compliance with the several acts relating to said roads; and the expense of such board, including an allowance of ten dollars to each for their services for each day employed in such examination or report, to be paid equally by such companies.

95 SEC. 3. And be it further resolved, That the President is hereby authorized and required to withhold from each of said companies an amount of subsidy bonds authorized to be issued by the United States under said acts sufficient to secure the full completion as a first-class road of all sections of such road upon which bonds have already been issued, or in lieu of such bonds he may receive as such security an equal amount of the first mortgage bonds of such company; and if it shall appear to the President that the amount of subsidy bonds yet to be issued to either of said companies is insufficient to insure the full completion of such road, he may make requisition upon such company for a sufficient amount of bonds already issued to said company, or in his discretion of their first mortgage bonds, to secure the full completion of the same. And in default of obtaining such security as (is) in this section provided, the President may authorize and direct the Attorney General to

institute such suits and proceedings on behalf and in the name of the United States, in any court of the United States having jurisdiction, as shall be necessary or proper to compel the giving of such security, and thereby, or in any manner otherwise, to protect the interests of the United States in said road, and to insure the full completion thereof as a first-class road, as required by law and the statutes in that case made.

SEC. 4. And be it further resolved, That the Attorney General of the United States be, and he is hereby, authorized and directed to investigate whether or not the charter and all the franchises of the Union Pacific Railroad Company and of the Central Pacific Railroad Company have not been forfeited, and to institute all necessary and proper legal proceedings; also, to investigate whether or not said companies have or have not made any illegal dividends upon their stock, and if so to institute the necessary proceedings to have the same reimbursed; and also to investigate whether any of the directors or any other agents or employees of said companies have or not violated any penal law, and if so to institute the proper criminal proceedings against all persons who have violated such laws.

Approved, April 10, 1869.

PETITIONER'S EXHIBIT No. 9, SEPTEMBER 21, 1914.

[U. S. Statutes at Large, vol. 16, pp. 573-579.]

CHAP. CXXII.—An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That John C. Fremont, James L. Alcorn, G. M. Dodge, O. C. French, John D. Caldwell, J. J. Noah, A. C. Osborne, Timonthy Hurley, C. C. Pool, Silas I. Martin, John M. Corse, George E. Wentworth, Philip H. Morgan, J. D. Cameron, Marshal O. Roberts, James L. Hodges, John Ray, W. Vermilye, Enoch L. Faucher, Charles F. Livermore, Joseph H. Chesby, John Whytock, Daniel Drew, F. S. Davis, W. Orton, A. C. Babcock, Thomas A. Scott, Samuel D. Hoffman, H. Ramsdale, William H. Jackson, R. C. Parsons, Delos W. Emmons, M. A. Southworth, John H. Hall, G. C. Kinzey, W. P. Clark, James Dart, H. Jacobs, L. T. Smith, W. P. Dole, C. A. Weed, A. P. K. Safford, J. McCullough, Charles Jackson, Elisha Dyer, Alfred Anthony, James Hoy, M. W. Benjamin, H. D. Cooke, Joseph R. West, W. S. Huntington, J. M. Tebbetts, C. C. Leondridge, D. D. Porter, M. Woodhull, Hiram Price, M. C. Hunter, W. T. Walters,

J. B. Brownlow, T. A. Morris, Owen Tuller, J. H. Ledlie, R. M. Bishop, Samuel Craighead, D. N. Stanton, Augustus H. Whiting, G. L. Johnston, J. W. Goodland, D. N. Powell, Samuel Tate, W. Bolton, H. Robinson, George Maney, O. H. Bynum, M. Burns, J. C. Goodloe, E. G. Barney, Cyrus Busey, J. W. Forney, J. Lockwood, E. M. Davis, N. Patton, W. Flanagan, G. O'Brien, G. P. Buel, G. H. Gidding, J. J. Newell, E. W. Rice, R. M. Shoemaker, Samuel Sloan, S. W. Morton, J. B. Bowman, L. M. Elournoy, J. J. Hinds, G. R. Weeks, J. T. Ludling, B. C. Gilbert, B. D. Williams, Thomas Olcott, G. A. Fosdick, Harry Hays, P. S. Forbes, John T. Sprague, L. R. Marsh, A. W. Beckwith, J. C. Stanton, Cyrus H. Baldwin, A. J. Hamilton, Rush R. Sloan, Silas C. Colgrove, Samuel D. Jones, N. H. Decker, William N. Leet, B. F. Allen, J. B. Chaves, Augustus Kountze, John N. Goodwin, William S. Rosecrans, Michael Hahn, H. C. Warmouth, J. S. Williams, G. M. Spencer, L. J. Higby, W. C. Kimball, and all such persons as shall or may be associated with them, and their successors, are hereby created a body politic and corporate in fact and in law, by the name, style, and title of the Texas Pacific Railroad Company, and by that name shall have perpetual succession, and shall be able to sue and be sued, plead

99 and be impleaded, defend and be defended, in all courts of law and equity within the United States, and may make and use a common seal; and the said corporation is hereby authorized and empowered to lay out, locate, construct, furnish, maintain, and enjoy a continuous railroad and telegraph line, with the appurtenances, from a point at or near Marshall, county of Harrison, State of Texas; thence by the most direct and eligible route, to be determined by said company, near the thirty-second parallel of north latitude, to a point at or near El Paso; thence by the most direct and eligible route, to be selected by said company, through New Mexico and Arizona, to a point on the Rio Colorado at or near the southeastern boundary of the State of California; thence by the most direct and eligible route to San Diego, California, to ship's channel, in the bay of San Diego, in the State of California, pursuing in the location thereof, as near as may be, the thirty-second parallel of north latitude, and is hereby vested with all the powers, privileges, and immunities necessary to carry into effect the pur(po)ses of this act.

SEC. 2. That the persons named in the first section of this act shall constitute a board of commissioners (twenty of whom shall constitute a quorum for the transaction of business), to be known 100 as the Texas Pacific Railroad commissioners, who shall meet in the city of New York within ninety days after the passage of this act, at a time to be designated in a notice to be signed by the person first named in the list of corporators and six of his associates, and to be published for two weeks in, at least, one daily newspaper in New

York, New Orleans, and Washington; and, when so met, they may cause books to be opened for the subscription of the capital stock of said company, and when twenty thousand shares, amounting to two millions of dollars, shall have been subscribed, and ten per centum actually paid thereon, in money, to the treasurer, to be elected by said commissioners, who shall give bond for its safe-keeping and payment to the treasurer of the company when organized, then it shall be lawful for such subscribers or stockholders, or a majority thereof, to organize said company in accordance with the provisions of this act, and to elect not less than seven nor more than seventeen directors, a majority of whom shall be necessary to the transaction of business, and who shall hold their offices for one year and until their successors shall be elected and qualified; and the said directors shall immediately proceed to elect a president, vice president, secretary, and treasurer; the president and vice president shall be directors. At all elections for directors each share of stock shall be entitled to one vote, which may be given by the holders in person, or by proxy, who shall also be a shareholder. The directors shall hold their offices for any term not exceeding three years, as may be provided in the by-laws; and the annual meetings of stockholders shall take place as provided for in said by-laws.

SEC. 3. That the capital stock of the Texas Pacific Railroad Company shall be fixed by the board of directors, at a sum not exceeding fifty millions of dollars, in shares of one hundred dollars; and when the amount is so fixed, it shall never be increased, except by consent of Congress. Assessments upon said stock shall only be made by a majority vote of the whole number of directors at a regular meeting, which said assessments shall be paid at the expiration of thirty days after a notice given in one newspaper in each of the cities of Washington, Philadelphia, New York, and New Orleans.

SEC. 4. That the said Texas Pacific Railroad Company shall have power and lawful authority to purchase the stock, land grants, franchises, and appurtenances of, and consolidate on such terms as may be agreed upon between the parties, with any railroad company or companies heretofore chartered by congressional, State, or Territorial authority, on the route prescribed in the first section of this act; but no such consolidation shall be with any competing through line of railroads to the Pacific Ocean.

SEC. 5. That the said company shall have power and authority to make running arrangements with any railroad company or companies heretofore chartered, or that may hereafter be chartered by congressional, State, or Territorial authority; also to purchase lands, or to accept donations, or grants of lands, or other property from States or individuals, for the purpose of aiding in carrying out the object of this company.

SEC. 6. That the rights, lands, land grants, franchises, privileges and appurtenances, and property of every description, belonging to each of the consolidated or purchased railroad company or companies, as herein provided, shall vest in and become absolutely the property of the Texas Pacific Railroad Company: Provided, That in all contracts made and entered into by said company with any and all other railroad company or companies, to perfect such
103 aforesaid consolidation or purchase, the indebtedness or other legal obligations of said company or companies shall be assumed by the said Texas Pacific Railroad Company as may be agreed upon, and no such consolidation or purchase shall impair any lien which may exist on any of the railroads so consolidated or purchased; but said company shall not assume the debts or obligations of any company with which it may consolidate or purchase as aforesaid, to an amount greater than the cash value of the assets received from the same.

SEC. 7. That the said Texas Pacific Railroad Company shall have power to make and enforce rules and by-laws for the election of its officers and the government and management of the business of the company, and to do and perform all needful and proper things to be done and performed to promote the objects of the company hereby incorporated, not inconsistent with the laws of the United States and the provisions of this charter.

SEC. 8. That the right of way through the public lands be, and the same is hereby, granted to the said company for the construction of the said railroad and telegraph line, and the right, power, and authority is hereby given to said company to take, from the public
104 lands adjacent to the line of said road, earth, stone, timber and other materials for the construction thereof. Said right of way is granted to said company to the extent of two hundred feet in width on each side of said railroad where it may pass over the public lands; and there is also hereby granted to said company grounds for stations, buildings, workshops, wharves, switches, side tracks, turntables, water stations, and such other structures as may be necessary for said railroad, not exceeding forty acres of land at any one point.

SEC. 9. That for the purpose of aiding in the construction of the railroad and telegraph line herein provided for there is hereby granted to the said Texas Pacific Railroad Company, its successors and assigns, every alternate section of public land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile, on each side of said railroad line, as such line may be adopted by said company, through the Territories of the United States, and ten alternate sections of land per mile on each side of said railroad in California, where the same shall not have not have been sold

reserved, or otherwise disposed of by the United States, and to which a preemption or homestead claim may not have attached at the time the line of said road is definitely fixed. In case any of said lands shall have been sold, reserved, occupied, or pre-empted, or otherwise disposed of, other lands shall be selected in lieu thereof by said company, under the direction of the Secretary of the Interior, in alternate sections, and designated by odd numbers, not more than ten miles beyond the limits of said alternate sections above named and not including the reserved numbers. If, in case of too near approach of the said railroad line to the boundary of Mexico, the number of sections of land to which the company is entitled can not be selected immediately on the line of said railroad, in lieu of mineral lands excluded from this grant, a like quantity of unoccupied and unappropriated agricultural lands, in odd-numbered sections nearest the line of said railroad, may be selected above provided; and the word "mineral" where it occurs in this bill shall not be held to include iron or coal: Provided, however, That public lands are hereby granted within the State of California not more than twenty miles on each side of road, except to make deficiencies as aforesaid, and then not to exceed twenty miles from the lands originally granted. The term "ship's channel" as used in this bill shall not be construed as conveying any greater right to said company to the water front of San Diego Bay than it may acquire by gift, grant, purchase, or otherwise, except the right of way, as herein granted: And provided further, That all such lands, so granted by this section to said company, which shall not be sold or otherwise disposed of as provided in this bill within three years after the completion of the entire road, shall be subject to settlement and preemption like other lands at a price to be fixed by and paid to said company, not exceeding an average of ten dollars and fifty cents per acre for all the lands herein granted.

Sec. 10. That when the route of said railroad and telegraph line shall pass through the lands of private persons, or where it may be necessary for said railroad company to take any lands belonging to private persons for any of the purposes herein mentioned necessary for said road, such right of way through or title to such lands shall be secured in accordance with the laws of the State or Territory in which they may be situated.

Sec. 11. That the Texas Pacific Railroad Company shall have the power and authority to issue two kinds of bonds, secured by mortgage, to-wit: First, construction bonds; second, land bonds. Construction bonds shall be secured by mortgage, first, on all or any portion of the franchises, roadbed, or track of said railroad, and all the appurtenances thereto belonging, when constructed in the course of construction, from a point at or near Marshall to

ship's channel, in the bay of San Diego, in the State of California, and aforesaid. Land bonds shall be secured by mortgage, first, on all or any portion of the lands hereby granted in aid of the construction of said railroad as is provided for in this act; second, on lands acquired by any arrangement or purchase or terms of consolidation with any railroad company or companies to whom grants of lands may have been made, or may hereafter be made, by any congressional, State, or Territorial authority, or who may have purchased the same previous to any such arrangement or consolidation: Provided, That all the mortgages made and executed by said railroad company shall be filed and recorded in the Department of the Interior, which shall be sufficient evidence of their legal execution, and shall confer all the rights and property of said company as therein expressed: And provided also, That the proceeds of the sales of the aforesaid construction and land bonds shall be applied only in the construction, operation, and equipment of the contemplated railroad line: And provided further, That said mortgage shall in no wise impair or affect any lien existing on the property of said company or companies at the time existing before the time of such consolidation.

108 SEC. 12. That whenever the said company shall complete the first and each succeeding section of twenty consecutive miles of said railroad and put it in running order as a first-class road in all its appointments, it shall be the duty of the Secretary of the Interior to cause patents to be issued conveying to said company the number of sections of land opposite to and coterminus with said completed road to which it shall be entitled for each section so completed. Said company, within two years after the passage of this act, shall designate the general route of its said road, as near as may be, and shall file a map of the same in the Department of the Interior; and when the map is so filed the Secretary of the Interior immediately thereafter shall cause the lands within forty miles on each side of said designated route within the Territories and twenty miles within the State of California to be withdrawn from preemption, private entry and sale: Provided, however, That the provisions of the act of September, eighteen hundred and forty-one, granting preemption rights, and the acts amendatory thereof, and of the act entitled "An act to secure homesteads to actual settlers on the public domain," approved May twenty, eighteen hundred and sixty-two, and the amendments thereto, shall be, and the same are hereby extended to all other lands of the United States on the line of said road when surveyed, except those hereby granted to said company.

109 SEC. 13. That the president of the company shall annually, by the first day of July, make a report and file it with the Secretary of the Interior, which report shall be under oath, exhibiting the financial situation of the company, the amount of money received and

ended, and the number of miles of road constructed each year; and further, the names and residences of the stockholders, of the directors, and of all other officers of the company, the amount of stock subscribed, and the amount thereof actually paid in, a description of the lines of road surveyed and fixed upon for construction, the amount received from passengers and for freight, respectively, on the road, a statement of the expenses of said road and its fixtures, and a true statement of the indebtedness of said company and the various kinds thereof.

110 SEC. 14. That the certificates of the capital stock must be signed by the president and secretary, and attested by the seal of the company, and shall contain an extract from the proceedings of the board of directors fixing the amount thereof, as well as from this act, authorizing such issue. All the bonds and mortgages issued by said company must be signed by the president and secretary, and attested by the seal of said company, and shall contain an extract from the law authorizing them to be issued. The face value of said bonds shall be one thousand dollars in gold, and shall be redeemable at such times and to bear such rate of interest, payable semiannually in gold, as may be determined by the directors. The total value of the construction bonds to be issued shall not exceed thirty thousand dollars per mile of said railroad, and the total face value of the land bonds shall not exceed two dollars and fifty cents per acre for all lands mortgaged; the total amount of each to be determined by the board of directors.

SEC. 15. That all railroads constructed, or that may be hereafter constructed, to intersect said Texas Pacific Railroad shall have a right to connect with that line; that no discrimination as regards charges for freight or passengers, or in any other matter, shall be made by said Texas Pacific Railroad Company against any of the said connecting roads; but that the same charges per mile as 111 to passengers and per ton per mile as to freight passing from the said Texas Pacific Railroad over any of said connecting roads, or passing from any of said connecting roads over any part of said Texas Pacific Railroad, shall be made by said company as they make for freight and passengers over their own road: Provided also, That said connecting roads shall reciprocate said right of connection and equality of charges with said Texas Pacific Railroad: And provided further, That the rates charged for carrying passengers and freight per mile shall not exceed the prices which may be fixed by Congress for carrying passengers and freight on the Union Pacific and Central Pacific Railroads.

SEC. 16. That said road shall be constructed of iron or steel rails manufactured from American ore, except such as may have hereto-

fore been contracted for by any railroad company which may be purchased or consolidated with by the company hereby incorporated, as provided by this act.

SEC. 17. That the said Texas Pacific Railroad Company shall commence the construction of its road simultaneously at San Diego, in the State of California, and from a point at or near Marshall, Texas as hereinbefore described, and so prosecute the same as to have
112 at least fifty consecutive miles of railroad from each of said points complete and in running order within two years after the passage of this act; and to so continue to construct each year thereafter a sufficient number of miles to secure the completion of the whole line from the aforesaid point on the eastern boundary of the State of Texas to the Bay of San Diego, in the State of California, as aforesaid, within ten years after the passage of this act; and upon failure to so complete it, Congress may adopt such measures as it may deem necessary and proper to secure its speedy completion.

SEC. 18. That the President of the United States, upon the completion of the first section of twenty miles, shall appoint one commissioner, whose duty it shall be to examine the various sections of twenty miles as they shall be completed and report thereon to him in writing; and if from such report he be satisfied that said company has fully completed each section of its road, as in this act provided, he shall direct the Secretary of the Interior to issue patent to said company for the lands it is entitled to under this act, as fast as each section of said road is completed.

SEC. 19. That the Texas Pacific Railroad Company shall be, and it is hereby, declared to be a military and post road; and for
113 the purpose of insuring the carrying of the mails, troops, munitions of war, supplies, and stores of the United States, no act of the company nor any law of any State or Territory shall impede, delay, or prevent the said company from performing its obligations to the United States in that regard: Provided, That said road shall be subject to the use of the United States for postal, military, and all other governmental services at fair and reasonable rates of compensation not to exceed the price paid by private parties for the same kind of service, and the Government shall at all times have the preference in the use of the same for the purpose aforesaid.

SEC. 20. That it shall not be lawful for any of the directors, either in their individual capacity or as members of an incorporated or joint-stock company, to make any contracts or agreements with the said Texas Pacific Railroad Company for the construction, equipment, or running of its road, or to have any interest therein; and all such contracts or agreements are hereby declared null and void, and all money or property received under such contracts or agree-

ments may be recovered back for the benefit of the company by any stockholder.

114 SEC. 21. That any railroad company whose route lies across the route of the Texas Pacific Railroad may cross the same, and for the purpose of crossing shall have the right to acquire at the double minimum price all lands, whether of the United States or granted by this act, which shall be needed for a right of way two hundred feet wide through said lands, and for depots, stations, side-tracks, and other needful purposes, not exceeding for such purposes forty acres at any one station.

SEC. 22. That the New Orleans, Baton Rouge, and Vicksburg Railroad Company, chartered by the State of Louisiana, shall have the right to connect by the most eligible route, to be selected by said company, with the said Texas Pacific Railroad at its eastern terminus, and shall have the right of way through the public land to the same extent granted hereby to the said Texas Pacific Railroad Company; and in aid of its construction from New Orleans to Baton Rouge, thence by the way of Alexandria, in said State, to connect with the said Texas Pacific Railroad Company at its eastern terminus, there is hereby granted to said company, its successors and assigns, the same number of alternate sections of public lands per mile in the State of Louisiana as are by this act granted in 115 the State of California to said Texas Pacific Railroad Company; and said lands shall be withdrawn from market, selected, and patents issued therefor, and opened for settlement and preemption upon the same terms and in the same manner and time as is provided for and required from said Texas Pacific Railroad Company within said State of California: Provided, That said company shall complete the whole of said road within five years from the passage of this act.

SECTION 23. That for the purpose of connecting the Texas Pacific Railroad with the city of San Francisco the Southern Pacific Railroad Company of California is hereby authorized (subject to the laws of California) to construct a line of railroad from a point at or near Tehachpa Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado River, with the same rights, grants, and privileges, and subject to the same limitations, restrictions, and conditions as were granted to said Southern Pacific Railroad Company of California by the act of July twenty-seven, eighteen hundred and sixty-six: Provided, however, That this section shall in no way affect or impair the rights, present or prospective, of the Atlantic and Pacific Railroad Company or any other railroad company.

Approved, March 3, 1871.

[U. S. Statutes at Large, vol. 18, pp. 111-112.]

CHAP. 331.—An act making additions to the fifteenth section of the act approved July 2, 1864, entitled "An act to amend an act entitled 'An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes,' approved July 1, 1862."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there shall be, and is hereby, added to the fifteenth section of the act approved July second, eighteen hundred and sixty-four, entitled "An act to amend an act entitled 'An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes,' approved July first, eighteen hundred and sixty-two," the following words, namely: "And any officer or agent of the companies authorized to construct the aforesaid roads, or of any company engaged in operating either of said roads, who
117 shall refuse to operate and use the road or telegraph under his control, or which he is engaged in operating for all purposes of communication, travel, and transportation, so far as the public and the Government are concerned, as one continuous line, or shall refuse in such operation and use, to afford and secure to each of said roads equal advantages and facilities as to rates, time, or transportation, without any discrimination of any kind in favor of, or adverse to, the road or business of any or either of said companies, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined in any sum not exceeding one thousand dollars, and may be imprisoned not less than six months. In case of failure or refusal of the Union Pacific Railroad Company, or either of said branches, to comply with the requirements of this act and the acts to which this act is amendatory, the party injured or the company aggrieved may bring an action in the district or circuit court of the United States in the Territory, district, or circuit in which any portion of the road of the defendant may be situated, for damages on account of such failure or refusal; and, upon recovery, the plaintiff shall be entitled to judgment for treble the amount of all excess of freight
and fares collected by the defendant, and for treble the amount
118 of damages sustained by the plaintiff by such failure or refusal; and for each and every violation of or failure to comply with the requirements of this act a new cause of action shall

rise; and in case of suit in any such Territory, district, or circuit, process may be served upon any agent of the defendant found in the Territory, district, or circuit in which such suit may be brought, and such service shall be by the court held to be good and sufficient; and it is hereby provided that for all the purposes of said act, and of the acts amendatory thereof, the railway of the Denver Pacific Railway and Telegraph Company shall be deemed and taken to be a part and extension of the road of the Kansas Pacific Railroad, to the point of junction thereof with the road of the Union Pacific Railroad Company at Cheyenne, as provided in the act of March third, eighteen hundred and sixty-nine.

Approved, June 20, 1874.

110 PETITIONER'S EXHIBIT No. 11, SEPTEMBER 21, 1914.

[Statutes at Large, vol. 20, pp. 169-171.]

CHAP. 316.—An act to create an auditor of railroad accounts, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That section twenty of the act entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes," approved July first, anno Domini eighteen hundred and sixty-two, and the act entitled "An act relative to filing reports of railroad companies," approved June twenty-fifth, anno Domini eighteen hundred and sixty-eight, be, and the same are hereby, repealed.

Sec. 2. That the office of auditor of railroad accounts is hereby established as a bureau of the Interior Department. The said auditor shall be appointed by the President of the United States, by and with the advice of the Senate. The annual salary of the said auditor shall be, and is hereby, fixed at the sum of five thousand dollars. To assist the said auditor to perform the duties of said office the Secretary of the Interior shall appoint one bookkeeper, at an annual salary of two thousand four hundred dollars; one assistant bookkeeper, at an annual salary of two thousand dollars; one clerk, at an annual salary of one thousand four hundred dollars; and one copyist, at an annual salary of nine hundred dollars. Actual and necessary traveling and other expenses incurred in visiting the offices of the railroad companies hereinafter described, and for which vouchers shall be rendered, are hereby allowed, not to exceed the sum of two thousand dollars per annum; and it is hereby specially provided that each of said railroad companies shall furnish trans-

portation over its own road, without expense to the United States for the said auditor or any person acting under his direction. Incidental expenses for books, stationery, and other material necessary for the use of said bureau are hereby allowed, not to exceed the sum of seven hundred dollars per annum. And the sum of twelve thousand dollars is hereby appropriated for the uses and purposes of this act for the fiscal year ending June thirtieth, anno Domini eighteen hundred and seventy-nine.

121 SEC. 3. That the duties of the said auditor under and subject to the direction of the Secretary of the Interior, shall be, to prescribe a system of reports to be rendered to him by the railroad companies whose roads are in whole or in part west, north, or south of the Missouri River, and to which the United States have granted any loan of credit or subsidy in bonds or lands; to examine the books and accounts of each of said railroad companies once in each fiscal year, and at such other times as may be deemed by him necessary to determine the correctness of any report received from them; to assist the Government directors of any of said railroad companies in all matters which come under their cognizance whenever they may officially request such assistance; to see that the laws relating to said companies are enforced; to furnish such information to the several departments of the Government in regard to tariffs for freight and passengers and in regard to the accounts of said railroad companies as may be by them required, or, in the absence of any request therefor, as he may deem expedient for the interest of the Government; and to make an annual report to the Secretary of the Interior, on the first day of November, on the condition of each
122 of said railroad companies, their road, accounts, and affairs, for the fiscal year ending June thirtieth immediately preceding.

SEC. 4. That each and every railroad company aforesaid which has received from the United States any bonds of the said United States, issued by way of loan to aid in constructing or furnishing its road, or which has received from the United States any lands granted to it for a similar purpose, shall make to the said auditor any and all such reports as he may require from time to time and shall submit its books and records to the inspection of said auditor or any person acting in his place and stead, at any time that the said auditor may request, in the office where said books and records are usually kept; and the said auditor, or his authorized representative, shall make such transcripts from the said books and records as he may desire.

SEC. 5. That if any railroad company aforesaid shall neglect or refuse to make such reports as may be called for, or refuse to sub-

its books and records to inspection, as provided in section four of this act, such neglect or refusal shall operate as a forfeiture, in each case of such neglect or refusal, of a sum not less than one thousand nor more than five thousand dollars, to be recovered by the Attorney General of the United States in the name and for the use and benefit of the United States; and it shall be the duty of the Secretary of the Interior, in all such cases of neglect or refusal as aforesaid, to inform the Attorney General of the facts, to the end that such forfeiture or forfeitures may be judicially enforced.

Soc. 6. This act shall apply to any and all persons or corporations into whose hands either of said railroads may lawfully come, as well as to the original companies.

Soc. 7. This act shall take effect on and after the first day of July, Anno Domini eighteen hundred and seventy-eight.

Approved, June 19, 1878.

PETITIONER'S EXHIBIT No. 12, SEPTEMBER 21, 1914.

Central Pacific Railroad Company—Central Pacific Railway Company.

Outline history of corporate organization.

I.

Central Pacific Railroad Company.

1. *Central Pacific Railroad Company of California.*—Incorporated June 28, 1861. Capital stock, \$8,500,000. First board of directors named in original articles: Leland Stanford, Charles Crocker, James Bailey, Theodore D. Judah, L. A. Booth, C. P. Huntington, Mark Hopkins, D. W. Strong, Charles Marsh.

Corporate purposes.—"The places from and to which the proposed road is to be constructed are the city of Sacramento and the eastern boundary of the State of California. The counties into and through which this road is intended to pass are: Sacramento, Placer, and Nevada."

2. *October 8, 1864.*—Articles of Central Pacific Railroad Company of California amended by increasing capital stock to \$20,000,000. Board of directors named in amended articles: Leland Stanford, C. P. Huntington, Mark Hopkins, Edwin B. Crocker, E. H. Miller, Jr., A. P. Stanford, Charles Marsh, D. W. Strong, Lucius A. Booth.

Corporate purposes.—"This association is organized for the purpose of constructing, operating, and maintaining a railroad with the

necessary and proper branches and extensions. The route of the railroad proposed to be constructed, operated, and maintained by the company, as relocated by the company, is from and to the following places, to wit: From the city of Sacramento, in Sacramento County, California, to the eastern boundary line of the State of California at or near the place where the said line crosses the Truckee River, and running through Roseville, at the junction of said railroad with the California Central Railroad, and by or near to Newcastle, Auburn, Neilsburg, Illinoistown, Gold Run, Dutch Flat, Bear Valley, Crystal Lake, Summit Valley, and Donner Pass, together with such branches and extensions of the said railroad as the board of directors of this company may at any time deem necessary or proper to construct, operate, and maintain, and which this
126 company is or may be authorized to construct, operate, and maintain by the laws of the State of California or other States or Territories or the acts of Congress of the United States now in force or which may hereafter be enacted."

3. *July 23, 1868.*—Articles of incorporation Central Pacific Railroad Company of California amended by increasing capital stock to \$100,000,000.

4. *June 23, 1870.*—*Central Pacific Railroad Company of California* consolidated with *Western Pacific Railroad Company* under a corporate name "Central Pacific Railroad Company." First board of directors named in articles of consolidation: Leland Stanford, C. P. Huntington, Mark Hopkins, Charles Crocker, E. B. Crocker, E. H. Miller, Jr., and A. P. Stanford. Capital stock, \$100,000,000.

Corporate purposes.—"The objects and purposes of the said new and consolidated company and corporation are to purchase, construct, own, maintain, and operate the railroad and telegraph lines hereinbefore described of said parties of the first and second parts hereto, so as to form a continuous line of railway and telegraph from
127 Ogden, in the Territory of Utah, to San Jose, in California, and to the waters of the Bay of San Francisco, to wit: Commencing at or near Ogden, in Utah, at the connecting point of the Central Pacific Railroad and Union Pacific Railroad, and running thence along the lines of the Central Pacific Railroad and the Western Pacific Railroad, by way of Sacramento and the several routes mentioned in the several articles of association of the said The Central Pacific Railroad Company of California and of the said The Western Pacific Railroad Company, to a point on the San Francisco and San Jose Railroad, and connecting therewith at or near the city of San Jose, California, and to the several other points heretofore herein mentioned, to wit: The city of San Francisco—Yerba Buena Island, and otherwise called Goat Island, and the point in the Bay of

San Francisco between the Encinal and the city of San Francisco. Also purchase, construct, own, maintain, and operate such branch and lines and railroads between the said The Western Pacific Railroad and such several points on the Bay of San Francisco, and between the said The Central Pacific Railroad and such several points on the Bay of San Francisco, and the navigable waters thereof, as the board of directors of said new and consolidated company may from time to time determine. The length of the said railroad and telegraph lines being, as near as may be, one thousand miles."

Said articles of consolidation executed on behalf of Central Pacific Railroad Company of California, as follows:

"The Central Pacific Railroad Co. of California, by Leland Stanford, president; and E. H. Miller, Jr., secretary."

Said articles of consolidation bear written consent, dated June 22, 1870, of following as holders of more than $\frac{3}{4}$ of capital stock of Central Pacific Railroad Company of California, to wit: Leland Stanford, Charles Stanford, Mark Hopkins, C. P. Huntington, C. Crocker, E. B. Crocker, E. H. Miller, Jr., C. S. Scudder, A. P. Stanford, B. B. Crocker, D. O. Mills & Co., Albert Gallatin, W. R. S. Foye, C. H. Cummins, L. E. Hollister, Julius Wetzler, J. S. Friend, Friend & Terry, W. E. Terry.

4 June 23, 1870, consolidation (continued).

Western Pacific Railroad Company.—Incorporated by consolidation November 2, 1869. Capital stock, \$10,400,000. First board of directors named in said articles: Leland Stanford, C. P. Huntington, Mark Hopkins, Charles Crocker, E. B. Crocker, E. H. Miller, Jr., and A. P. Stanford.

129 *Corporate purposes.*—The objects and purposes of the said new and consolidated company and corporations are to purchase, construct, own, maintain, and operate the railroad and telegraph lines hereinbefore described of said parties of the first and second part hereto, so as to form a continuous line of railway and telegraph, commencing at a point on the Central Pacific Railroad and connecting therewith at or near the city of Sacramento, and running thence, by way of Stockton and the several routes mentioned in the several articles of association of the said The Western Pacific Railroad Company and of the said San Francisco Bay Railroad Company, to a point on the San Francisco and San Jose Railroad, and connecting therewith at or near the city of San Jose and to the several other points heretofore herein mentioned, to wit: The city of San Francisco, Yerba Buena Island, otherwise called Goat Island, and the point in the Bay of San Francisco between the Encinal and the city of San Francisco.

Said articles of consolidation of June 23, 1870, signed in behalf of Western Pacific Railroad Company as follows:

"The Western Pacific Railroad Co., by Leland Stanford, president, and E. H. Miller, Jr., secretary."

130 Said articles of consolidation bear written consent, dated June 22, 1870, of Leland Stanford, Mark Hopkins, C. P. Huntington, C. Crocker, E. B. Crocker, E. H. Miller, Jr., A. P. Stanford, and C. H. Cummings, as holders of more than $\frac{3}{4}$ capital stock of Western Pacific R. R. Co.

Railroads actually constructed June 23, 1870: Sacramento to San Francisco via Stockton and Niles; Niles to San Jose.

5. August 22, 1870.—Central Pacific Railroad Company consolidated with—

(a) California and Oregon Railroad Company.

(b) The San Francisco, Oakland and Alameda Railroad Company.

(c) San Joaquin Valley Railroad Company.

Consolidated company.—Capital stock, \$100,000,000. First board of directors named in articles of consolidation: Leland Stanford, William E. Brown, Mark Hopkins, Collis P. Huntington, Charles Crocker, Edward H. Miller, Jr., and Charles H. Cummings.

Corporate purposes.—"The object and purpose of said new corporation shall be to purchase, construct, own, maintain, and 131 operate all and each of the railroad and telegraph lines hereinbefore described." (Those of constituent companies.)

(a) *California and Oregon Railroad Company.*—Incorporated December 18, 1869, by consolidation. Capital stock, \$15,000,000. First board of directors named in articles: Leland Stanford, C. P. Huntington, Mark Hopkins, Charles Crocker, E. B. Crocker, E. H. Miller, Jr., and A. P. Stanford.

Corporate purposes.—"The objects and purposes of the said new and consolidated company and corporation are to purchase, construct, own, maintain, and operate the railroad and telegraph line hereinbefore described of the said parties of the first and second part hereto, so as to form a continuous line of railroad and telegraph beginning at some point at or near the town of Roseville in Placer County, thence to some point on the northern boundary line of the State of California to be selected by the board of directors of said new and consolidated company and corporation, with such extension thereof into the State of Oregon as the board of directors may deem proper under the provisions of the said act of Congress hereinbefore referred to. The said new and consolidated company and cor-

132 poration by its board of directors shall be and are hereby authorized to change the south terminus of the said railroad and telegraph line to some other point on the Central Pacific Railroad

...said town of Roseville and the bridge across the American
...whenever they may deem proper."

...railroads actually constructed August 22, 1870: Roseville to

...articles of consolidation of August 22, 1870, signed in behalf
...California and Oregon Railroad Company, as follows:

...California and Oregon Railroad Company, by Leland Stanford,
...; and by E. H. Miller, Jr., secretary."

...articles of consolidation bear written consent, dated August
...1870, of Leland Stanford, Mark Hopkins, C. P. Huntington, C.
...er, E. B. Crocker, E. H. Miller, Jr., B. B. Redding, as holders
...more than $\frac{3}{4}$ of capital stock of California and Oregon Railroad
...pany.

...The San Francisco, Oakland and Alameda Railroad Com-
...-Incorporated by consolidation June 29, 1870. Capital stock,
...\$2,000,000. First board of directors named in articles: Faxon
...D. Atherton, D. O. Mills, William C. Ralston, Alfred A.
...Cohen, and David P. Barstow.

...porate purposes.—"The objects and purposes of the said new
...amalgamated and consolidated company and corporation are to pur-
...construct, complete, own, maintain, and operate the railroads
...before described of the said parties of the first and second part
...and so as to form a continuous line of railway from the city
...and county of San Francisco, through the city of Oakland, and
...ugh a point in the easterly part thereof in Alameda County, to a
...in the line of the road of the said The San Francisco and Ala-
...Rail Road Company, party of the second part hereto at or
...Fruitvale station, in said county of Alameda, and a continuous
...of railway from the extreme western point of the Encinal of
...Antonio in the county of Alameda, and to pass through said
...ty of Alameda to a point on the line of the Western Pacific
...road at or near Haywards, in said county of Alameda, State of
...ornia; also to purchase, construct, own, maintain, and operate
...branch and side lines and railroads between the said The San
...Francisco, Oakland and Alameda Railroad and such several
...points on the Bay of San Francisco as the board of directors of
...said new amalgamated and consolidated railroad company
...from time to time determine."

...railroads actually constructed August 22, 1870: Oakland Pier to
...oklyn and local lines in Oakland and Alameda.

...articles of consolidation of August 22, 1870, signed in behalf
...San Francisco, Oakland & Alameda R. R. Co., as follows:

...San Francisco, Oakland and Alameda Railroad Company, by
...and A. Cohen, president; and by H. Lacy, secretary."

Said articles of consolidation bear written consent, dated August 16, 1870, of Alf. A. Cohen, D. O. Mills, F. D. Atherton, D. P. Barstow, W. C. Ralston, as holders of more than $\frac{3}{4}$ of capital stock of San Francisco, Oakland & Alameda R. R. Co.

(c) *San Joaquin Valley Railroad Company*.—Incorporated February 5, 1868. Capital stock, \$15,000,000. First board of directors named in articles: Leland Stanford, Mark Hopkins, Charles Crocker, Edwin B. Crocker, and C. P. Huntington.

135 *Corporate purposes*.—" * * * purpose of purchasing, constructing, owning, maintaining, and operating a railroad from a point in the Western Pacific Railroad, at or near the city of Stockton, in the county of San Joaquin, and between said city and the crossing of the San Joaquin River, to a point on Kern River in the county of Tulare, both points to be hereafter selected and fixed by the board of directors of this company. The counties into or through which the said railroad is intended to pass are San Joaquin, Stanislaus, Merced, Fresno, and Tulare."

Railroads actually constructed August 22, 1870: Lathrop southerly to about Modesto.

Said articles of consolidation of Aug. 22, 1870, signed in behalf of San Joaquin Valley Railroad Co., as follows:

"San Joaquin Valley Railroad Company, by Leland Stanford president; and by E. H. Miller, Jr., secretary."

Said articles of consolidation bear written consent, dated August 16, 1870, of Leland Stanford, Mark Hopkins, C. P. Huntington, C. Crocker, E. B. Crocker, E. H. Miller, Jr., B. B. Redding, C. H. Cummings, as holders of more than $\frac{3}{4}$ of capital stock of San Joaquin Valley R. R. Co.

136 PETITIONER'S EXHIBIT NO. 13, SEPTEMBER 21, 1914.

Southern Pacific Railroad Company.

Outline history of corporate organization.

Consolidation 1.

Southern Pacific Railroad Company (of Cal.), formed Oct. 12, 1870, by consolidation under laws of California of following companies:

- (a) San Francisco and San Jose Railroad Company.
- (b) Santa Clara and Pajaro Valley Railroad Company.
- (c) Southern Pacific Railroad Company.
- (d) California Southern Railroad Company.

Capital stock, \$50,000,000.

Articles of consolidation show following *directors* named for first year: Lloyd Tevis, Leland Stanford, Chas. Crocker, C. P. Huntington, Mark Hopkins, Charles Mayne, and Peter Donahue.

Corporate purposes.—"The object and purpose of said new corporation shall be to purchase, construct, own, maintain, and operate a continuous line of railroad from the city of San Francisco, in the State of California, through the city and county of San Francisco, the counties of San Mateo, Santa Clara, Monterey, Fresno, Tulare, Kern, San Bernardino, and San Diego to some point on the Colorado River, in the southeastern part of the State of California, a distance of seven hundred and twenty miles, as near as may be; also a line of railroad from the town of Gilroy, in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz and Monterey to a point at or near Salinas City, in the said last-named county, a distance of forty-five miles, as near as may be; also such branches to said lines as the board of directors of said new corporation may hereafter consider advantageous to said corporation and direct to be established."

Railroads actually constructed Oct. 12, 1870: San Francisco to San Jose; thence to Gilroy.

Constituent companies absorbed Oct. 12, 1870.

(a) *San Francisco and San Jose Railroad Company*.—Incorporated Aug. 18, 1860. Capital stock, \$2,000,000. Subscribers to articles of incorporation: J. A. McDougall, Chas. McLaughlin, A. H. Houston, William I. Lewis, John Middleton, T. G. Phelps, C. L. Weller, Robt. E. Hunter, H. M. Newhall, B. F. Mann, John H. Atchison, Timothy Dame, C. E. Allen, W. B. Farwell, Jno. V. Wattson, E. A. Rockwell, Fred'k A. Benjamin, J. F. Bowman, H. O'Donnell, Rich'd Roman, D. S. Cook, Jno. O. Nagle, Jasper Babcock, H. W. Seale, Sam'l H. Dwinelle, Geo. H. Bodfish, Miles D. Sweeny, Wm. Schmolz.

Corporate purpose.—" * * * for the purpose of constructing, owning, and maintaining a railroad from the city of San Francisco in the county of San Francisco, through said county, and the counties of San Mateo and Santa Clara to the city of San Jose, all in the said State of California."

Railroad actually constructed Oct. 12, 1870: San Francisco to San Jose.

Articles of consolidation of October 12, 1870, signed: "The San Francisco and San Jose Railroad Company, by H. M. Newhall, president; J. L. Willcutt, secretary."

Said articles of consolidation bear written consent of "H. M. Newhall, P. Donahue, Chas. Mayne, W. C. Ralston, Jas. O'Neill, G. Plache, Myles D. Sweeny," under date of Oct. 11, 1870, as holders of more than $\frac{3}{4}$ of capital stock.

(b) *Santa Clara and Pajaro Valley Railroad Company*.—Incorporated Jan. 2, 1868. Capital stock, \$1,000,000. Original articles of incorporation subscribed to by following incorporators: H. M.

Newhall, Peter Donahue, Chas. Mayne, H. Barroilhet, Myles
139 D. Sweeny, T. O. Eldridge, Edward Martin, Jas. O'Neill,
Rich'd P. Hammond, Jos. L. Willcutt.

Corporate purpose.—" * * * for the purpose of constructing, owning, and maintaining a railroad from a point at or near the city of San Jose, in the county of Santa Clara, connecting at such point with The San Francisco and San Jose Railroad, and to pass to a point at or near the town of New Gilroy, in the same county, said railroad being wholly within the limits of said county of Santa Clara, in the State of California."

Railroad actually constructed Oct. 12, 1870: San Jose to Gilroy.

Articles of consolidation of October 12, 1870, signed: Santa Clara and Pajaro Valley Railroad Company, by P. Donahue, president; J. L. Willcutt, secretary."

Said articles of consolidation bear written consent, dated October 11, 1870, of H. M. Newhall, P. Donahue, Chas. Mayne, Myles D. Sweeny, Rich'd P. Hammond, J. L. Willcutt, J. O. Eldridge, Jas. O'Neill, Edward Martin, as holders of more than $\frac{3}{4}$ of capital stock.

(c) *Southern Pacific Railroad Company*.—Incorporated
140 Dec. 2, 1865. Capital stock, \$30,000,000. Original articles of incorporation subscribed to by following incorporators: T. G. Phelps, Chas. N. Fox, Benjamin Flint, C. I. Hutchinson, B. G. Lathrop, W. S. Rosecrans, J. B. Cox, B. W. Hathaway, John F. Sears, Wm. T. Coleman, J. W. Stephenson.

Corporate purpose.—" * * * for the purpose of constructing, owning, and maintaining a railroad from some point on the bay of San Francisco, in the State of California, and to pass through the counties of Santa Clara, Monterey, San Luis Obispo, Tulare, Los Angeles, and San Diego to the town of San Diego, in said State; thence eastward through the said county of San Diego to the eastern line of the State of California, there to connect with a contemplated railroad from said eastern line of the State of California to the Mississippi River."

Railroads actually constructed Oct. 12, 1870: None.

Articles of consolidation of October 12, 1870, signed: "Southern Pacific Railroad Company, by Lloyd Tevis, president; B. B. Minor, secretary."

Said articles of consolidation bear written consent, dated October 11, 1870, of Lloyd Tevis, Wm. E. Barron, Thomas Bell, W. B. Carr, B. B. Minor, as holders of more than $\frac{3}{4}$ of capital stock.

141 (d) *California Southern Railroad Company*.—Incorporated January 22nd, 1870. Capital stock, \$1,500,000. Original ar

of incorporation subscribed to by the following incorporators:
Chas. Mayne, Peter Donahue, H. M. Newhall, Rich'd P. Hammond,
Edward Martin, Myles D. Sweeny, J. O. Eldridge, H. Barroilhet, G.
Palache, J. L. Willcutt.

Corporate purpose.—" * * * for the purpose of constructing,
owning, and maintaining a railroad from a point at or near the
town of Gilroy in the county of Santa Clara, and to pass through the
counties of Santa Clara, Santa Cruz, and Monterey, to a point at or
near the town of Salinas City, in said county of Monterey."

Railroad actually constructed Oct. 12, 1870: None.

Articles of consolidation of October 12, 1870, signed: "California
Southern Railroad Company, by Chas. Mayne, president; J. L. Will-
cutt, secretary."

Said articles of consolidation bear written consent, dated October
12, 1870, of H. M. Newhall, P. Donahue, Chas. Mayne, Myles D.
Sweeny, Rich'd P. Hammond, J. L. Willcutt, G. Palache, J. O.
Eldridge, Edward Martin, as holders of more than $\frac{3}{4}$ of capital
stock.

April 15, 1871.—Articles of incorporation, Southern Pa-
cific Railroad Company amended, increasing capital stock
to \$70,000,000. Board of directors named in amended articles:
Lloyd Tevis, Leland Stanford, Chas. Crocker, C. P. Huntington,
Chas. Mayne, Mark Hopkins, and Peter Donahue.

Corporate purposes amended to include "also a line of railroad
from a point at or near Taheechaypah Pass by way of Los Angeles
to the Texas Pacific Railroad at or near the Colorado River, a dis-
tance of 324 miles, as near as may be."

Consolidation 2.

Southern Pacific Railroad Company (of Cal.), consolidated Aug.
13, 1873, with Southern Pacific Branch Railroad Company.

Consolidated company, capital stock \$90,000,000. Board of di-
rectors named in articles of consolidation: C. P. Huntington, D. D.
Colton, Robert Robinson, Chas. Mayne, S. T. Gage, E. H. Miller, Jr.,
and J. L. Willcutt.

Corporate purposes.—"The object and purpose of said new cor-
poration shall be to purchase, construct, own, maintain, and operate
the several lines of railroad hereinbefore described, to wit, a line of
railroad from the city of San Francisco, in the State of
California, through the city and county of San Francisco,
the counties of San Mateo, Santa Clara, Monterey, Fresno,
Tulare, Kern, San Bernardino, and San Diego to some point on the
Colorado River in the southeastern part of the State of California,

a distance of seven hundred and twenty miles, as near as may be; also, a line of railroad from a point at or near Tehichipa Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado River, passing through the counties of Los Angeles, San Bernardino, and San Diego, a distance of three hundred and twenty-four miles, as near as may be; also, a line of railroad from the town of Gilroy, in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz and Monterey, to a point at or near Salinas City, in said last named county, a distance of forty-five miles as near as may be; also, a line of railroad from a point on the line thirdly above described, at or near Salinas City, in the county of Monterey, southeasterly through said county and into Kern county, to a point south of Tulare Lake, in said last named county, intersecting at said point the line of railroad first above described, a distance of one hundred and eighty miles, as near as may be; also, a line of railroad from a point on the last

144 above described line, at or near San Miguel, in the county of

San Luis Obispo, thence in a southerly direction through said county, the county of Santa Barbara, and into the county of Los Angeles, to a point of intersection with the line of railroad secondly above described, to wit, the line from Tehichipa Pass, by way of Los Angeles, to the Texas Pacific Railroad, at or near the Colorado River, a distance of two hundred and forty miles, as near as may be—making in all, fifteen hundred and nine miles, as near as may be, and such branches to said lines as the board of directors of said new corporation may hereafter, from time to time, establish."

Southern Pacific Branch Railroad Company.—Incorporated Dec. 23, 1872. Capital stock, \$20,000,000. Original articles of incorporation subscribed by the following incorporators: E. H. Miller, Jr., Albert Gallatin, W. R. S. Foye, C. H. Cummings, E. I. Robinson, Leland Stanford, Mark Hopkins, Benjamin B. Redding, E. W. Hopkins, B. R. Crocker.

Corporate purpose.—" * * * for the purpose of purchasing, constructing, owning, maintaining, and operating a railroad from a point on the Southern Pacific Railroad at or near Salinas City in the county of Monterey, southeasterly to a point in Kern County south of Tulare Lake, intersecting the San Joaquin Valley division of the said Southern Pacific Railroad. Also, from a point on the above described line, at or near San Miguel in San Luis Obispo County, thence in a southerly direction to a point of intersection in Los Angeles County, with the line of the Southern Pacific Railroad running from Taheechepah Pass by way of Los Angeles to Fort Yuma. The counties into or through which the said railroad is intended to pass are Monterey, San Luis Obispo, Kern, Santa Barbara, and Los Angeles."

Railroad actually constructed Aug. 19, 1873: Salinas to Soledad.

Articles of consolidation of Aug. 19, 1873, signed: "Southern Pacific Branch Railroad Company, by B. R. Crocker, president; by E. H. Miller, Jr., secretary."

Said articles of consolidation bear written consent, dated Aug. 12, 1873, of Leland Stanford, E. H. Miller, jr., Albert Gallatin, Mark Hopkins, E. W. Hopkins, C. H. Cummings, and B. R. Crocker, as holders of more than $\frac{3}{4}$ of capital stock.

Consolidation 3.

Southern Pacific Railroad Company (of Cal.), consolidated Dec. 1874, with Los Angeles and San Pedro Railroad Company.

Consolidated company, capital stock \$90,000,000. Board of directors named in articles of consolidation: Charles Crocker, David D. Colton, E. H. Miller, Jr., Robert Robinson, Nicholas T. Smith, Stephen T. Gage, Joseph L. Willcutt.

Corporate purposes.—"The object and purpose of said new corporation shall be to purchase, construct, own, maintain, and operate the several lines of railroad * * * from the city and county of San Francisco, in the State of California, through the city and county of San Francisco, the counties of San Mateo, Santa Clara, Monterey, Fresno, Tulare, Kern, San Bernardino, and San Diego, to some point on the Colorado River, in the southeastern part of the State of California, a distance of six hundred and thirty-five and $\frac{87}{100}$ miles, as near as may be; also a line of railroad from a point at or near Tehachapa Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado River, a distance of three hundred and fifty-six and $\frac{7}{10}$ miles, as near as may be; also a line of railroad from the town of Gilroy, in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz and Monterey, to a point at or near Salinas City, in said last-named county, a distance of thirty-five and $\frac{1}{10}$ miles, as near as may be; and also such branches to said lines as the board of directors of said corporation may consider advantageous to said corporation and direct to be established. And also from a point on said road aforesaid at or near Salinas City, in the county of Monterey, southerly to a point in Kern County south of Tulare Lake, intersecting the San Joaquin division of the said Southern Pacific Railroad; also from a point on the above-described line at or near San Miguel, in San Luis Obispo County, thence in a southerly direction to a point of intersection, in Los Angeles County, with the line of the said Southern Pacific Railroad running from Tehachapa Pass by way of Los Angeles to Fort

Yuma, said roads passing into or through the counties of Monterey, San Luis Obispo, Kern, Santa Barbara, and Los Angeles, and said roads, in the aggregate, being, as near as may be, four hundred and two miles in length; also from a point in the city of Los Angeles, in the county of Los Angeles, State of California, to a point on or near the Bay of San Pedro, in said county, a distance of twenty
148 and one-half miles. The aggregate length of all of said railroads being one thousand four hundred and forty-nine and fifty-four one-hundredths miles."

The Los Angeles and San Pedro Railroad Company.—Incorporated Feb. 18, 1868. Capital stock, \$500,000. Original articles of incorporation named following directors: John G. Downey, D. W. Alexander, J. S. Griffin, John King, Matthew Keller.

Corporate purpose.—"The Los Angeles and San Pedro Railroad Company is to extend from the city of Los Angeles, in the county of Los Angeles, State of California, to a point on or near the Bay of San Pedro, in said county, and the length of said road is to be, as near as may be, the distance of twenty-five miles."

Railroad actually constructed Dec. 18, 1874: Los Angeles to Wilmington.

Articles of consolidation of Dec. 18, 1874, signed: "Los Angeles and San Pedro Railroad Company, by Leland Stanford, president; J. L. Willcutt, secretary."

149 Said articles of consolidation bear written consent, dated Dec. 17, 1874, of Leland Stanford, Chas. Crocker, David D. Colton, Mark Hopkins, C. P. Huntington, Robert Robinson, J. L. Willcutt, Contract & Finance Company, as holders of more than 3/4 of capital stock.

Consolidation 4.

Southern Pacific Railroad Company (of Cal.) consolidated May 14, 1888, with—

- (a) San Jose and Almaden Railroad Company.
- (b) Pajaro and Santa Cruz Railroad Company.
- (c) Monterey Railroad Company.
- (d) Monterey Extension Railroad Company.
- (e) Southern Pacific Branch Railway Company.
- (f) San Pablo and Tulare Railroad Company.
- (g) San Pablo and Tulare Extension Railroad Company.
- (h) San Ramon Valley Railroad Company.
- (i) Stockton & Copperopolis Railroad Company.
- (j) Stockton & Tulare Railroad Company.
- (k) San Joaquin Valley & Yosemite Railroad Company.
- (l) Los Angeles and San Diego Railroad Company.

- (m) Los Angeles and Independence Railroad Company.
- (n) Long Beach, Whittier & Los Angeles County R. R. Company.
- (o) Long Beach Railroad Company.
- (p) Southern Pacific Railroad Extension Company.
- (q) Ramona and San Bernardino Railroad Company.

Consolidated company, capital stock, \$142,990,000. First board of directors named in articles of consolidation: Chas. F. Crocker, Timothy Hopkins, Charles Mayne, W. V. Huntington, N. T. Smith, J. L. Willcutt, and A. N. Towne.

Corporate purposes.—"The places to and from which said lines of railroad are to run are as follows:

"First. Commencing at the city and county of San Francisco, in the State of California, and running thence through the city and county of San Francisco, the counties of San Mateo, Santa Clara, San Benito, Monterey, Fresno, Tulare, Kern, and San Bernardino, by way of Mojave, to Needles, on the Colorado River, in the county of San Bernardino, State of California, a distance of six hundred and thirty-five and eighty-seven one-hundredths miles, as near as may be; also a line of railroad from a point at or near Tehachapi Pass, by way of Los Angeles, to Yuma, in the county of San Diego, a distance of three hundred and fifty-six and seven-tenths miles, as near as may be; also a line of railroad from the town of Gilroy, in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz, San Benito, and Monterey, to a point at or near Salinas City, in said last-named county, a distance of thirty-five and one-tenth miles, as near as may be; and also from a point on said road aforesaid, at or near Salinas City, in the county of Monterey, southerly, to a point in Kern County south of Tulare Lake, intersecting the San Joaquin division of the said Southern Pacific Railroad, said road passing into or through the counties of Monterey, San Luis Obispo, and Kern, and being, as near as may be, two hundred miles in length; also, commencing at or near Hillsdale, in Santa Clara County, and running thence to a point at or near New Almaden, in Santa Clara County, a distance of 2.5 miles, more or less; the aggregate length of all of said railroads being one thousand two hundred and thirty-five and forty-seven one-hundredths miles.

"Second. Commencing at or near San Miguel, in the county of San Luis Obispo, and running thence southerly through the counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles to a point at or near Saugus, in Los Angeles County, on the line of the Southern Pacific Railroad, a distance of 250 miles, more or less; also, commencing at or near Castroville, in Monterey County, and running thence southwesterly to a point at or near Monte-

rey, thence northeasterly to Pacific Grove Retreat, and thence southwesterly to a point at or near the mouth of the Carmel River, a distance of 31.12 miles, more or less, and all in the county of Monterey; also, commencing at or near Pajaro, in Monterey County, and running thence northerly and northwesterly to a point at or near Santa Cruz, in Santa Cruz County, a distance of 21.2 miles, more or less; also, commencing at or near Aptos, in Santa Cruz County, and running thence northerly and northeasterly to a point at or near Loma Prieta, in the same county, a distance of five miles, more or less, aggregating 307.32 miles, more or less.

"Third. Commencing at or near Martinez, in Contra Costa County, and running easterly and southeasterly through the county of Alameda, via Antioch, to a point at or near Tracy, in San Joaquin County, and thence in a general southeasterly direction through the counties of San Joaquin, Stanislaus, Merced, Fresno, and Tulare to a connection with the Southern Pacific Railroad at or near Pampa, in the county of Kern, a distance of 307.58 miles, more or less.

153 "Fourth. Commencing at or near the city of Stockton, and running thence easterly and northeasterly to or near Milton, in the county of Calaveras, a distance of 25.68 miles, more or less; also, commencing at or near Peters, in the county of San Joaquin, and running thence in a southeasterly direction, through the counties of Stanislaus, Merced, Fresno, Tulare, to a connection with the Southern Pacific Railroad at or near Poso, in Kern County, a distance of 218.69 miles, more or less, with a branch from said last-mentioned line westerly to or near Modesto, in Stanislaus County, a distance of about sixteen miles; a branch westerly to a point on Central Pacific Railroad at or near Merced, in Merced County, a distance of about ten miles; a branch westerly to a connection with the Central Pacific Railroad at or near Sycamore, in Fresno County, a distance of about ten miles; a branch westerly to a connection with the Central Pacific Railroad at or near Fresno in Fresno County, a distance of about ten miles; and a branch westerly to a connection with the Southern Pacific Railroad at or near Tulare, in Tulare County, a distance of about sixteen miles, aggregating in all 306.37 miles, more or less.

"Fifth. Commencing at or near Berenda, in the county of Fresno running thence northeasterly to a point at or near Perry's ranch, in said county, a distance of twenty-five miles, more or less.

154 "Sixth. Commencing at or near Los Angeles, in the county of Los Angeles, and running thence southeasterly to Anaheim and Santa Ana, in said county, and thence southeasterly through the counties of Los Angeles and San Diego, to a point at or near the city of San Diego, a distance of 140 miles, more or less.

"Seventh. Commencing at or near Los Angeles, in the county of Los Angeles, and running thence northwesterly to Santa Monica, a distance of 18.50 miles, more or less.

"Eighth. Commencing at or near Los Angeles, in the county of Los Angeles, and running thence southwesterly to San Pedro; thence to a point at or near Point Fermin; thence westerly through the lands of the San Pedro Harbor, Dock and Land Association, to a point at or near the westerly boundary of said lands; all in said county of Los Angeles, and being 29.65 miles in length, more or less.

"Ninth. Commencing at or near Long Beach, in the county of Los Angeles, and running thence in a general northeasterly direction to Whittier, thence northwesterly to a point at or near Ramona; also, commencing at or near Los Angeles, running thence easterly to a point on the main line of the Southern Pacific Railroad, between El Monte and Puente, and thence in a northeasterly direction to a point on or near San Dimos Creek, all in said county of Los Angeles, and being sixty miles in length, more or less.

"Tenth. Commencing at or near Long Beach Junction, in the county of Los Angeles, and running thence to the town of Long Beach, and thence in an easterly direction to the boundary line between the Rancho Los Cerritos and Rancho Los Alamitos, in the county of Los Angeles, a distance of four miles, more or less.

"Eleventh. Commencing at or near Ramona, in Los Angeles County, and running thence to a point at or near Crafton, in the county of San Bernardino, a distance of seventy-one miles, more or less.

"Twelfth. Commencing at a point on the line of the San Pablo and Tulare Railroad, at or near Avon, in the county of Contra Costa, and running thence to a point on the Central Pacific Railroad, at or near Pleasanton, in the county of Alameda, a distance of thirty-five miles, more or less.

"Said lines of railroad lying all within the State of California, and being composed of the lines of the several railroads hereinbefore mentioned and described. Together with such other and further appendages and adjuncts, including branches and spur tracks in the counties hereinbefore named, or in one or more thereof, as the board of directors of said consolidated and amalgamated company may direct from time to time."

(a) *San Jose and Almaden Railroad Company*.—Incorporated March 2, 1886. Capital stock, \$100,000. Incorporators and first board of directors named in articles of incorporation: Chas. F. Crocker, Ariel Lathrop, N. T. Smith, A. C. Bassett, and J. L. Willcutt.

Corporate purposes.—"That said corporation is formed for the purpose of constructing, owning, maintaining, and operating a broad-

gauge line of steam railroad in the county of Santa Clara, in the State of California. * * * That said railroad is to commence at a point on the line of the Northern Division of the Southern Pacific Railroad, distant one-quarter of a mile south of Oak Hill station on said road, and running thence southerly to the junction of the Guadalupe and Los Alamitos Creeks; thence southeasterly up and along said Los Alamitos Creek to the town of New Almaden."

Railroads actually constructed May 14, 1888: Hillsdale to New Almaden.

157 Articles of consolidation of May 14, 1888, signed: "Chas. F.

Crocker, president San Jose & Almaden Railroad Company; J. L. Willcutt, secretary San Jose & Almaden Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Chas. F. Crocker, J. L. Willcutt, N. T. Smith, Pacific Improvement Co., Ariel Lathrop, A. C. Bassett, as holders of more than $\frac{3}{4}$ of capital stock.

(b) Pajaro and Santa Cruz Railroad Company.—Incorporated June 3, 1884. Capital stock, \$650,000. First board of directors named in articles: George Crocker, A. C. Bassett, N. T. Smith, J. L. Willcutt, C. F. Crocker.

Corporate purposes.—"The places from and to which said railroad is to run are as follows:

"1st. The main line thereof, being the line before this consolidation owned and operated by the Pajaro and Santa Cruz Railroad Company, commencing at the town of Pajaro, in the county of Monterey and State of California, and running thence in a general northerly and northwesterly direction a distance of twenty-one and two tenths ($21\frac{2}{10}$) miles, to the town of Santa Cruz aforesaid.

158 "2nd. The branch thereof, being the line before this consolidation owned and operated by the Loma Prieta Railroad Company; commencing at Aptos, in said county of Santa Cruz, and running thence in a northerly direction along the Aptos Creek, distance of about three miles, to the point of confluence of Bridge Creek with said Aptos Creek; thence in a northeasterly direction following the meanders of said Aptos Creek to the point of confluence of said Aptos Creek with the creek running from White Lagoon, a distance of about two miles; the whole length of said branch being five (5) miles, as near as may be."

Railroad actually constructed May 14, 1888: Pajaro to Santa Cruz

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Pajaro & Santa Cruz Railroad Company; J. L. Willcutt, secretary Pajaro & Santa Cruz Railroad Company."

Said articles of consolidation bear written consent, dated May 1888, of Chas. F. Crocker, N. T. Smith, Pacific Improvement Co.

A. C. Bassett, Timothy Hopkins, J. L. Willcutt, C. E. Green, S. T. Gage, Creed Raymond, as holders of more than $\frac{1}{2}$ of capital stock.

(c) *Monterey Railroad Company*.—Incorporated Jan. 24, 1880. Capital stock, \$250,000. First board of directors named in articles: Charles Crocker, J. L. Willcutt, W. V. Huntington, Charles F. Crocker, N. T. Smith.

Corporate purposes.—"Said corporation is formed for the purpose of purchasing, constructing, owning, maintaining, and operating a line of wide-gauge steam railroad, situate wholly within the county of Monterey and State of California. That said railroad is to commence at Castroville, in said county, there connecting with the Southern Pacific Railroad, and running thence to the town of Monterey, in said county."

Railroads actually constructed May 14, 1888: Castroville to Monterey.

Articles of consolidation of May 14, 1888, signed: "Chas Crocker, president Monterey Railroad Company; J. L. Willcutt, secretary Monterey Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Chas. F. Crocker, W. V. Huntington, J. L. Willcutt, Pacific Improvement Co., C. P. Huntington, Timothy Hopkins, Chas. Crocker, N. T. Smith, Leland Stanford, Mrs. M. F. Searles, as holders of more than $\frac{1}{2}$ of capital stock.

(d) *Monterey Extension Railroad Co.*—Incorporated Jan. 6, 1888. Capital stock, \$250,000. Incorporators and first board of directors named in articles: Charles Crocker, Charles F. Crocker, Timothy Hopkins, W. V. Huntington, N. T. Smith.

Corporate purpose.—"Said corporation is formed for the purpose of purchasing, constructing, owning, maintaining, and operating a standard-gauge line of steam railroad situated wholly within the county of Monterey and State of California."

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Monterey Extension Railroad Company; J. L. Willcutt, secretary Monterey Extension Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Chas. F. Crocker, W. V. Huntington, Timothy Hopkins, Chas. Crocker, N. T. Smith, as holders of more than $\frac{1}{2}$ of capital stock.

(e) *Southern Pacific Branch Railway Company*.—Incorporated April 12, 1886. Capital stock, \$10,000,000. Incorporators and first board of directors named in articles: Chas. F. Crocker, N. T. Smith, W. V. Huntington, W. E. Brown, Timothy Hopkins, S. T. Gage, J. L. Willcutt.

Corporate purpose.—"That said corporation is formed for the purpose of constructing, owning, maintaining, and operating a standard-gauge line of steam railroad in the counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles, in said State, and carrying passengers and freight thereon and thereover for hire. The said railroad is to commence at a point at or near San Miguel, in said county of San Luis Obispo, there to connect with the railroad of the Southern Pacific Railroad Company, and run from thence in a general southeasterly direction by the most practicable route through and into said counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles to a point on the line of and there to connect with the Southern Pacific Railroad in said Los Angeles County, at or near Newhall."

Railroads actually constructed May 14, 1888: San Miguel to Templeton; Saugus to Ellwood.

162 Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Southern Pacific Branch Railway Company; J. L. Willcutt, secretary Southern Pacific Branch Railway Company."

Said articles of consolidation bear written consent, dated May 1888, of Chas. F. Crocker, W. V. Huntington, W. E. Brown, Pacific Improvement Co., Timothy Hopkins, J. L. Willcutt, N. T. Smith, S. T. Gage, as holders of $\frac{3}{4}$ of capital stock.

(f) *San Pablo and Tulare Railroad Company.*—Incorporated July 19, 1871. First board of directors named in articles: C. P. Huntington, Leland Stanford, Mark Hopkins, E. H. Miller, Jr., O. H. Cummings.

Corporate purpose.—"The places from and to which the proposed railroad is to be constructed are a point at or near Martinez, in the county of Contra Costa, and a point at or near Los Gatos Creek, in the county of Fresno, all in the State of California. The counties into and through which this railroad is intended to pass are Contra Costa, San Joaquin, Stanislaus, Merced, and Fresno."

Railroads actually constructed May 14, 1888: Martinez to Tracy.

163 Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, vice president San Pablo & Tulare Railroad Company; W. V. Huntington, secretary San Pablo & Tulare Railroad Company."

Said articles of consolidation bear written consent, dated May 1888, of Western Development Co., Chas. F. Crocker, Timothy Hopkins, C. P. Huntington, Leland Stanford, W. V. Huntington, Chas. Crocker, as holders of more than $\frac{3}{4}$ of capital stock.

(g) *San Pablo and Tulare Extension Railroad Company.*—Incorporated Feb. 7, 1887. Capital stock, \$8,000,000. Incorporators are

board of directors named in articles: Charles F. Crocker, Timothy Hopkins, Willard V. Huntington, W. E. Brown, C. E. Green.

Corporate purpose.—" * * * for the purpose of constructing, owning, maintaining, and operating a standard-gauge line of steam railroad in the counties of San Joaquin, Stanislaus, Merced, Fresno, Tulare, and Kern, State of California, * * * said railroad is to commence at Tracy, in the county of San Joaquin, there connecting with the San Pablo and Tulare Railroad, and running thence in a general southeasterly direction to Pampa, in the county of Kern."

Railroad actually constructed May 14, 1888: Approximately Tracy Armona.

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president San Pablo & Tulare Extension Railroad Company; W. V. Huntington, secretary San Pablo & Tulare Extension Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Chas. F. Crocker, Timothy Hopkins, W. V. Huntington, W. E. Brown, Pacific Improvement Co., C. E. Green, as holders of more than $\frac{3}{4}$ of capital stock.

(a) *San Ramon Valley Railroad Company.*—Incorporated April 8, 1888. Capital stock \$1,050,000. Incorporators and first board of directors named in articles: James P. Brown, D. D. Stubbs, W. L. Brown, A. J. Treat, G. L. Lansing.

Corporate purpose.—" * * * constructing, owning, maintaining, and operating a standard-gauge line of steam railroad in the counties of Contra Costa and Alameda, State of California * * * said railroad to commence at a point on the line of the San Pablo and Tulare Railroad at or near Avon, in the county of Contra Costa, and running thence to a point on the Central Pacific Railroad at or near Pleasanton, in the county of Alameda, all in the State of California."

Railroad actually constructed May 14, 1888: None.

Articles of consolidation May 14, 1888, signed: "Jas. P. Brown, president San Ramon Valley Railroad Company; D. D. Stubbs, secretary San Ramon Valley Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of A. J. Treat, G. L. Lansing, Pacific Improvement Co., D. D. Stubbs, Jas. P. Brown, W. L. Brown, as holders of more than $\frac{3}{4}$ of capital stock.

(i) *Stockton & Copperopolis Railroad Company.*—Incorporated Jan. 8, 1865. Capital stock \$1,500,000. First board of directors named in articles: E. S. Holden, C. T. Meader, Thomas Hardy, T. J. Anthony, W. K. Reed, George Gray, Timothy Paige, Geo. H. Anderson, H. B. Underhill.

Corporate purpose.—" * * * constructing, owning, and maintaining a railroad from the city of Stockton, in the county of San Joaquin, through said county and the counties of Stanislaus and Calaveras, to the town of Copperopolis, all in the said State of California."

166 Railroad actually constructed May 14, 1888: Stockton to Milton, with branch, Peters to Oakdale.

Articles of consolidation May 14, 1888, signed: "Chas. F. Crocker, vice president Stockton & Copperopolis Railroad Company; W. V. Huntington, secretary Stockton & Copperopolis Railroad Company."

Said articles of consolidation bear written consent, dated May 1888, of W. E. Brown, Chas. F. Crocker, Timothy Hopkins, C. I. Huntington, W. V. Huntington, E. H. Pardee, N. T. Smith, Leland Stanford, Mrs. M. F. S. Searles, as holders of more than $\frac{1}{2}$ of capital stock.

(i-1) *Stockton and Copperopolis Railroad Company.*—Incorporated Oct. 11, 1865. Capital stock, \$1,500,000. First board of directors named in articles: T. G. Phelps, W. A. Dana, Austin Sperry, T. R. Anthony, and W. F. McKee, C. T. Meader, E. S. Holden, H. I. Hewlett, Geo. Gray.

Corporate purposes.—"For the purpose of constructing, owning and maintaining a railroad from the city of Stockton, in the county of San Joaquin, through said county and the counties of Stanislaus and Calaveras to the town of Copperopolis, all in the said State of California."

167 (NOTE.—It is believed that the latter company (i-1) is the company consolidated with the S. P. R. R. May 14, 1888, and not the former company.

Officers and stockholders same as (i).

(j) *Stockton and Tulare Railroad Company.*—Incorporated Dec. 2, 1887. Capital stock, \$7,860,000. Incorporators and first board of directors named in articles: Leland Stanford, Charles F. Crocker, Timothy Hopkins, W. V. Huntington, W. E. Brown.

Corporate purposes.—" * * * constructing, owning, maintaining, and operating a standard-gauge line of steam railroad in the counties of Stanislaus, Merced, Fresno, Tulare, and Kern, in the State of California, with branches thereto * * * the route of said proposed railroad lies wholly within the State of California, and the places to and from which said road and its branches are to be run and the lengths thereof are as follows: The main line of said railroad is to commence at Oakdale, in the county of Stanislaus, and run from thence in a general southeasterly direction through said counties of Stanislaus, Merced, Fresno, and Tulare to the

town of Poso, in Kern County, there connecting with the line of the Central Pacific Railroad, a distance of about two hundred miles.

The branches to said road are to run as follows:

First. Commencing at the town of Modesto, in the county of Stanislaus, there connecting with the Central Pacific Railroad and running thence in a general easterly direction by the most practicable route to a connection with the aforesaid main line, a distance of about ten miles.

Second. Commencing at Merced, in the county of Merced, there connecting with the line of the Central Pacific Railroad and running thence in a general easterly direction by the most practicable route to a connection with the aforesaid main line, a distance of about ten miles.

Third. Commencing at Sycamore, in the county of Fresno, there connecting with the line of the Central Pacific Railroad and running thence in an easterly direction by the most practicable route to a connection with the aforesaid main line, a distance of about ten miles.

Fourth. Commencing at Fresno, in the county of Fresno, there connecting with the main line of the Central Pacific Railroad and running thence in a general easterly direction by the most practicable route to a connection with the aforesaid main line, a distance of about ten miles.

Fifth. Commencing at Tulare, in the county of Tulare, there connecting with the line of the Central Pacific Railroad, and running thence in a general easterly direction by the most practicable route to a connection with the aforesaid main line, a distance of about sixteen miles."

Railroads actually constructed May 14, 1888: Oakdale to Merced; Fresno to about Sanger.

Articles of consolidation May 14, 1888, signed: "Chas. F. Crocker, president Stockton & Tulare Railroad Company; W. V. Huntington, secretary Stockton & Tulare Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of W. E. Brown, Leland Stanford, Chas. F. Crocker, Timothy Hopkins, W. V. Huntington, Pacific Improvement Co., as holders of more than $\frac{3}{4}$ of capital stock.

(k) *San Joaquin Valley and Yosemite Railroad Company*.—Incorporated Feb. 15, 1886. Capital stock, \$5,600,000. Incorporators and first board of directors named in articles: Charles F. Crocker, Timothy Hopkins, W. V. Huntington, S. T. Gage, C. E. Green.

Corporate purpose.—" * * * for the purpose of constructing, owning, maintaining, and operating a broad-gauge steam railroad in the county of Fresno and * * * said road is to commence at a point on the line of the Central Pacific

Railroad at Berenda station, in the county of Fresno, running thence in a northeasterly direction to Perry's ranch, in said county."

Railroads actually constructed May 14, 1888: Berenda to Raymond.

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president San Joaquin Valley & Yosemite Railroad Company; W. V. Huntington, secretary San Joaquin Valley & Yosemite Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Chas. F. Crocker, Timothy Hopkins, W. V. Huntington, S. T. Gage, Pacific Improvement Co., C. E. Green, as holders of more than $\frac{3}{4}$ of capital stock.

(1) *The Los Angeles and San Diego Railroad Company*.—Incorporated Oct. 10, 1876. Capital stock \$5,600,000. First board of directors named in articles: Leland Stanford, David D. Colton, Mark Hopkins, Charles Crocker, B. B. Redding.

171 Corporate purposes.—" * * * for the purpose of constructing, owning, maintaining, and operating a line of railroad and telegraph, situated in the counties of Los Angeles and San Diego, in the State of California. * * * Said railroad and telegraph is to commence at the city of Los Angeles, in the county of Los Angeles, in the State of California, and to run thence in a southeasterly direction to the town of Anaheim, in said county, and thence in a southeasterly direction by the most practicable route through said counties of Los Angeles and San Diego to the city of San Diego, in said last-named county."

Railroads actually constructed May 14, 1888: Florence Junction to Santa Ana.

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Los Angeles & San Diego Railroad Company; J. L. Willcutt, secretary Los Angeles & San Diego Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Western Development Co., C. P. Huntington, Timothy Hopkins, Chas. Crocker, J. L. Willcutt, N. T. Smith, Leland Stanford, as holders of more than $\frac{3}{4}$ of capital stock.

172 (m) *The Los Angeles and Independence Rail Road Company*.—Incorporated Jan. 8, 1875. Capital stock \$4,000,000. First board of directors named in articles: John P. Jones, F. P. F. Temple, James A. Pritchard, Trenor W. Park, R. S. Baker, J. S. Slauson.

Corporate purposes.—" * * * the construction, maintenance, and operation of a railroad between Independence, in the county of Inyo, and the city of Los Angeles, and thence by branch road to the town site of Santa Monica, on the shore of the Pacific Ocean. The

of said road shall be by the Cajon Pass, and the most practicable and convenient course otherwise."

Railroads constructed May 14, 1888: Los Angeles to Santa Monica. Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Los Angeles & Independence Railroad Company; S. D. Dooty, secretary Los Angeles & Independence Railroad Com-

pany." Said articles of consolidation bear written consent, dated May 4, 1888, of Western Development Co., C. P. Huntington, W. V. Huntington, Timothy Hopkins, F. S. Dooty, Chas. Crocker, Leland Stanford, Chas. F. Crocker, as holders of more than 2/3 of capital stock.

(a) *Long Beach, Whittier & Los Angeles County R. R. Company*.—Incorporated Dec. 17, 1887. Capital stock, \$1,500,000. Incorporators and first board of directors named in articles: Leland Stanford, Charles F. Crocker, Timothy Hopkins, W. V. Huntington, W. E. Brown.

Corporate purposes.—" * * * purpose of constructing, owning, maintaining, and operating a standard-gauge line of steam railroad in the county of Los Angeles, State of California * * * said railroad to commence at Long Beach, in the county of Los Angeles, State of California, and running thence in a northeasterly direction to Whittier; thence northwesterly to Ramona; also commencing at Los Angeles and running thence in an easterly direction to a point on the main line of the Southern Pacific Railroad between El Monte and Puente, and thence in a northeasterly direction to a point on or near San Dimas Creek, all in said county of Los Angeles."

Railroads actually constructed May 14, 1888: Studebaker to Whittier.

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Long Beach, Whittier & Los Angeles County Railroad Company; W. V. Huntington, secretary Long Beach, Whittier & Los Angeles County Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of Leland Stanford, Chas. F. Crocker, W. V. Huntington, Timothy Hopkins, W. E. Brown, Pacific Improvement Co., as holders of more than 2/3 of capital stock.

(c) *Long Beach Railroad Company*.—Incorporated Oct. 31, 1887. Capital stock, \$100,000. Incorporators and first board of directors named in articles: E. B. Cushman, W. B. Wilshire, H. G. Wilshire, M. White, John D. Bicknell.

Corporate purposes.—" * * * to construct, maintain, operate, run, carry on, and control a steam railroad of standard gauge running from the station known as Long Beach Junction on the line of Los Angeles and San Pedro Railroad in Los Angeles County,

California, to the town of Long Beach, and through said town in an easterly direction to the boundary line between the Rancho Los Cerritos and Los Alamitos, in said county, at or near the point

where Second Street in the said town of Long Beach extends easterly would intersect the boundary line of said rancho and to acquire by purchase or otherwise rights of way for said railroad, lands for depot purposes, franchises, rolling stock, and all other property and things necessary or convenient for the construction, operation, and use of said railroad, and to construct telegraph lines to be used in operating said railroad, and to acquire by purchase or otherwise any railroad heretofore operated by dummies, horses, and other means of propelling cars over and upon the line aforesaid or any part thereof, and to acquire stock in any corporation owning railroads upon the line aforesaid, and to do all things that may be necessary to effectually carry out the aforesaid objects for which this corporation is formed."

Railroads actually constructed May 14, 1888: Thenard to Long Beach.

Articles of consolidation of May 14, 1888, signed: "Chas. F. Crocker, president Long Beach Railroad Company; F. S. Douthett, secretary Long Beach Railroad Company."

176 Said articles of consolidation bear written consent, dated May 4, 1888, of Pacific Improvement Co., F. S. Douthett, Timothy Hopkins, W. E. Brown, C. E. Green, Chas. F. Crocker, and others, as holders of more than $\frac{3}{4}$ of capital stock.

(p) *Southern Pacific Railroad Extension Company*.—Incorporated Feb. 21, 1888. Capital stock, \$250,000. Original incorporators and first board of directors named in articles: Leland Stanford, Charles Crocker, Timothy Hopkins, W. V. Huntington, W. E. Brown.

Corporate purposes.—" * * * for the purpose of purchasing, constructing, owning, maintaining, and operating a standard-gauge line of steam railroad situated wholly within the county of Los Angeles, State of California."

Railroads actually constructed May 14, 1888: San Pedro to Fermin.

Articles of consolidation of May 14, 1888, signed: Chas. Crocker, president Southern Pacific Railroad Extension Company; J. L. Willcutt, secretary Southern Pacific Railroad Extension Company.

Said articles of consolidation bear written consent, dated May 4, 1888, of Pacific Improvement Co., Timothy Hopkins, W. V. Huntington, Chas. Crocker, W. E. Brown, Leland Stanford, as holders of more than $\frac{3}{4}$ of capital stock.

(q) *Ramona and San Bernardino Railroad Company*.—Incorporated Apr. 25, 1888. Capital stock, \$2,135,000. Incorporators and

board of directors named in articles: G. L. Lansing, James P. Brown, Frederick Madge, C. G. Lathrop, Chas. E. Green.

Corporate purposes.—" * * * for the purpose of constructing, owning, maintaining, and operating a standard-gauge line of railroad in the counties of Los Angeles and San Bernardino, State of California, and * * * said railroad to commence at a point on the line of the Southern Pacific Railroad at or near Ramona, in the county of Los Angeles, and running thence to a point at or near the town of Crafton, in the county of San Bernardino."

Railroads actually constructed May 14, 1888; None.

Articles of consolidation of May 14, 1888, signed: G. L. Lansing, President Ramona & San Bernardino Railroad Company; C. E. Green, Secretary Ramona & San Bernardino Railroad Company."

Said articles of consolidation bear written consent, dated May 4, 1888, of G. L. Lansing, C. E. Green, Jas. P. Brown, Chas. G. Lathrop, Fredk. Madge, as holders of more than $\frac{3}{4}$ of the capital stock.

November 3, 1892, articles of incorporation, Southern Pacific Railroad Company (of California), amended by reducing capital stock to \$80,000,000, etc. First board of directors named in amended articles: Charles F. Crocker, C. P. Huntington, Charles Mayne, W. V. Huntington, N. T. Smith, J. L. Willcutt, A. N. Towne.

Consolidation 5.

Southern Pacific Railroad Company (of Cal.) consolidated April 1, 1898, with—

- (a) Northern Railway Company.
- (b) Northern California Railway Company.
- (c) California Pacific Railroad Company.

Consolidated company, capital stock \$129,455,000. First board of directors named in articles of consolidation: C. P. Huntington, T. H. Hubbard, George Crocker, C. E. Green, Charles G. Lathrop, H. E. Huntington, F. S. Douty, Russell J. Wilson, N. T. Smith.

Corporate purposes.—"The places to and from which said lines of railroad are to run are as follows:

"First. Commencing at the city and county of San Francisco, in the State of California, and running thence through the city and county of San Francisco, the counties of San Mateo, Santa Clara, San Benito, Monterey, Fresno, Tulare, Kern, and San Bernardino, by way of Mojave to Needles, on the Colorado River, in the county of San Bernardino, State of California, a distance of six hundred and thirty-five and eighty-seven one-hundredths miles, as near as may be; also a line of railroad from a point at or near Tehachapi, by way of Los Angeles and across the Colorado River to the

east bank thereof near Yuma, in the Territory of Arizona, a distance of three hundred and fifty-six and seven-tenths miles, as near as may be; also a line of railroad from the town of Gilroy, in the county of Santa Clara, in said State, passing through said county and the counties of Santa Cruz, San Benito, and Monterey, to a point at or near Salinas City, in said last-named county, a distance of thirty-five and one-tenth miles, as near as may be; also from a point on said railroad at or near Salinas City, in said last-named county, to the so-called Spreckels Sugar Factory, a distance of three miles, more or less; also from a point on said road
180 aforesaid, at or near Salinas City, in the county of Monterey, southerly and easterly to a point in Kern County, south of Tulare Lake, intersecting the San Joaquin division of the said Southern Pacific Railroad, said road passing into and through the counties of Monterey, San Luis Obispo, and Kern, and being as near as may be two hundred miles in length; also commencing at or near Los Angeles, in the county of Los Angeles, and running thence southwesterly to San Pedro, in the same county, a distance of twenty-four and sixty-five one-hundredths miles, as near as may be, the aggregate length of all of said railroads being one thousand two hundred and fifty-five and thirty-two one-hundredths miles, as near as may be.

"Second. Commencing at or near Hillsdale, in Santa Clara County, and running thence to a point at or near New Almaden, in Santa Clara County, a distance of seven and eight-tenths miles, as near as may be.

"Third. Commencing at or near Pajaro, in Monterey County, and running thence northerly and northwesterly to a point at or near Santa Cruz, in Santa Cruz County, a distance of twenty-one and two-tenths miles, more or less; also commencing at or near Aptos, in Santa Cruz County, and running thence northerly and north-
181 easterly via Loma Prieta and Monte Vista to a point at or near the headwaters of Apros Creek, in the same county, a distance of ten miles, more or less; the aggregate length of said railroads being thirty-one and two-tenths miles, more or less.

"Fourth. Commencing at or near San Miguel, in the county of San Luis Obispo, and running thence southerly through the counties of San Luis Obispo, Santa Barbara, Ventura, and Los Angeles, to a point at or near Saugus, in Los Angeles County, on the line of the Southern Pacific Railroad, a distance of two hundred and fifty miles, more or less, with a branch from a point at or near the Santa Ynez River in a southeasterly direction to Lompoc, in Santa Barbara County, with a 'Y' track or connection from said branch line to the said main line at or near Surf, in Santa Barbara County, a distance of eleven miles, more or less.

"Fifth. Commencing at or near Castroville, in Monterey County, and running thence southwesterly to a point at or near Monterey, and thence northwesterly to Pacific Grove Retreat, and thence southwesterly to a point at or near the mouth of the Carmel River, a distance of thirty-one and twelve one-hundredths miles, more or less, and all in the county of Monterey.

"Sixth. Commencing at or near Martinez, in Contra Costa County, and running easterly and southeasterly through the counties of Contra Costa, Alameda, and San Joaquin via Antioch to a point at or near Tracy, in San Joaquin County, and thence in a general southeasterly direction through the counties of San Joaquin, Stanislaus, Merced, Fresno, Tulare, and Kern to a connection with the Southern Pacific Railroad at or near Pampa, in the county of Kern, a distance of three hundred and seven and fifty-eight one-hundredths miles, more or less.

"Seventh. Commencing at a point on the line of the Southern Pacific Railroad at or near Avon, in the county of Contra Costa, and running thence to a point on the Central Pacific Railroad at or near Pleasanton, in the county of Alameda, a distance of thirty-five miles, more or less.

"Eighth. Commencing at or near the city of Stockton, in the county of San Joaquin, and running thence easterly and northeasterly to or near Milton, in the county of Calaveras, a distance of twenty-five and sixty-eight one-hundredths miles, more or less; also an extension thereof in a general northeasterly direction to the Big Trees, with a branch from Altaville in a northwesterly direction to Valley Springs, said extension and branch being in said county of Calaveras, the estimated length of which said extension and branch is eighty miles.

"Ninth. Commencing at or near Peters, in the county of San Joaquin, and running thence in a southeasterly direction through the counties of San Joaquin, Stanislaus, Merced, Fresno, Tulare, and Kern to a connection with the Southern Pacific Railroad at or near Peco, in Kern County, a distance of two hundred and eighteen and sixty-nine one-hundredths miles, more or less, with a branch from said last-mentioned line westerly to or near Modesto, in Stanislaus County, a distance of about sixteen miles; a branch westerly to a point on the Central Pacific Railroad at or near Merced, in Merced County, a distance of about ten miles; a branch westerly to a connection with the Central Pacific Railroad at or near Sycamore, in Fresno County, a distance of about ten miles; a branch westerly to a connection with the Central Pacific Railroad at or near Fresno, in Fresno County, a distance of about ten miles; and a branch westerly to a connection with the Southern Pacific Railroad at or near Tulare, in

Tulare County, a distance of about sixteen miles, aggregating in all two hundred and eighty and sixty-nine one-hundredths miles, more or less.

184 "Tenth. Commencing at or near Berenda, in the county of Fresno, running thence northeasterly to a point at or near Perry's ranch, in said county, a distance of twenty-five miles, more or less.

"Eleventh. Commencing at or near Los Angeles, in the county of Los Angeles, and running thence southeasterly to Anaheim and Santa Ana, in the county of Orange, and thence southeasterly through the counties of Los Angeles, Orange, and San Diego, to a point at or near the city of San Diego, a distance of one hundred and forty miles more or less, with a branch from Miraflores, in said county of Orange to Tustin, in same county, a distance of twelve miles, more or less; also a branch from Anaheim, in said county of Los Alamitos, and thence to Long Beach, in the county of Los Angeles, a distance of twenty miles, more or less.

"Twelfth. Commencing at or near Los Angeles, in the county of Los Angeles, and running thence northwesterly to Santa Monica, in same county, a distance of eighteen and fifty one-hundredths miles more or less; also commencing at a point near the town of Santa Monica, on said last-mentioned line, and running thence westerly to the Soldiers' Home Grounds (with a branch line thereto forming the west arm of a Y at the Home Junction station of said railroad, and running thence easterly to the Soldiers' Home Branch), the estimated length of which is three miles, all in said county of Los Angeles.

"Thirteenth. Commencing at a point on the line of the Wilmington division of the Southern Pacific Railroad between the towns of Wilmington and San Pedro, in the county of Los Angeles, and running thence southwesterly through said town of San Pedro to a point at or near Point Fermin, thence westerly through the lands of the San Pedro Harbor, Dock and Land Association to a point at or near the westerly boundary of said lands, all in said county of Los Angeles and being five miles in length, more or less.

"Fourteenth. Commencing at or near Long Beach, in the county of Los Angeles, and running thence in a general northeasterly direction to Whittier, thence northwesterly to a point at or near Ramona, a distance of thirty miles, more or less; also commencing at or near Los Angeles, running thence easterly to Bassett; and thence in a northeasterly direction to a point on or near San Dimas Creek; then in a southeasterly direction to Pomona, a distance of thirty-seven miles, more or less.

106 "Fifteenth. Commencing at or near Long Beach Junction, in the county of Los Angeles, and running thence to the town of Long Beach, and thence in an easterly direction to the boundary line between the Rancho Los Cerritos and Rancho Los Alamitos, in the county of Los Angeles, a distance of four miles, more or less.

"Sixteenth. Commencing at or near Ramona, in Los Angeles County, and running thence to a point at or near Crafton, in the county of San Bernardino, a distance of seventy-one miles, more or less.

"Seventeenth. Commencing at the city and county of San Francisco, State of California, and running thence in a general southerly direction by the most practicable route to San Bruno, in the county of San Mateo, the estimated length of which is eleven miles; also, commencing at South San Francisco, in said county of San Mateo, and running thence in a general northwesterly direction to Baden, in said county, a distance of two miles, more or less.

"Eighteenth. Commencing at Kings City, in the county of Monterey, and running thence in a general easterly direction to Lewis Creek, in the county of Monterey, the estimated length of which is fifteen miles.

107 "Nineteenth. Commencing at Paso Robles, in the county of San Luis Obispo, and running thence in a general southeasterly direction to Carisso Plains, in the same county, the estimated length of which is fifty-six miles.

"Twentieth. Commencing at San Luis Obispo, in the county of San Luis Obispo, and running thence in a general southeasterly direction to a point on the Santa Ynez River, at Santa Ynez Mission, in the county of Santa Barbara, the estimated length of which is eighty miles.

"Twenty-first. Commencing at a point at or near the mouth of the Santa Ynez River, in the county of Santa Barbara, and running thence in a general southeasterly direction via Lompoc to Santa Ynez Mission, in said county of Santa Barbara, the estimated length of which is thirty-five miles.

"Twenty-second. Commencing at San Buena Ventura, in the county of Ventura, and running thence in a general easterly direction via Hueneme Plains and San Fernando Valley to Los Angeles, in the county of Los Angeles, the estimated length of which is seventy miles.

108 "Twenty-third. Commencing at Santa Monica, in the county of Los Angeles, and running thence in a general westerly direction to the new wharf west of Santa Monica Canyon, in said county, the estimated length of which is three miles.

"Twenty-fourth. Commencing at Ontario, in the county of San Bernardino, and running thence southeasterly via Chino and South

Riverside to Elsinore, in the county of San Diego, the estimated length of which is forty-one miles.

"Twenty-fifth. Commencing at San Bernardino, in the county of San Bernardino, and running thence in a general southerly direction via Colton and Riverside to South Riverside, in the county of Riverside, and thence in a northwesterly direction to Pomona, in the county of Los Angeles, the estimated length of which is forty-three miles.

"Twenty-sixth. Commencing at Declez, in the county of San Bernardino, and running thence in a general southerly direction to Declezville, in the same county, the estimated length of which is three miles.

"Twenty-seventh. Commencing at Redlands Junction, in the county of San Bernardino, and running thence in a general easterly direction via Redlands and Crafton to Yucaipa Valley, in the county of San Bernardino, the estimated length of which is fifteen miles.

189 "Twenty-eighth. Commencing at San Bernardino, in the county of San Bernardino, running thence in a general southeasterly direction to Motor Junction, in said county, the estimated length of which is eight miles.

"Twenty-ninth. Commencing at Collis, in the county of Fresno, and running thence in a general easterly direction to Fresno, in the same county, the estimated length of which is sixteen miles.

"Thirtieth. Commencing at Mendota, in the county of Fresno, and running thence in a general southeasterly direction to Lokern, in the county of Kern, the estimated length of which is one hundred and ten miles.

"Thirty-first. Commencing at Lokern, in the county of Kern, and running thence in a general easterly direction to Rio Bravo, in the same county, the estimated length of which is sixteen miles.

"Thirty-second. Commencing at Stevens, in the county of Kern, and running thence in a general easterly direction to Bakersfield, in the same county, the estimated length of which is fifteen miles.

190 "Thirty-third. Commencing at Lokern, in the county of Kern, and running thence in a general southwesterly direction to Asphalto, in the same county, the estimated length of which is ten miles.

"Thirty-fourth. Commencing at Stevens, in the county of Kern, and running thence in a general southerly direction via Sunset Asphaltum Beds and thence in a general easterly and northerly direction to Pampa, in the county of Kern, the estimated length of which is fifty-six miles.

"Thirty-fifth. Commencing at the city of Fresno, in the county of Fresno, and running thence in a general northeasterly direction to the town of Pollasky, on the San Joaquin River, to a point near the

of the San Joaquin River, in said county, the estimated length which is seventy-five miles.

Thirty-sixth. Commencing at Montpelier, in the county of Stanislaus, and running thence in an easterly and northerly direction to Yosemite Valley, in Mariposa County, the estimated length of which is ninety-two miles.

Thirty-seventh. Commencing at Shorb, in the county of Los Angeles, running thence in a northerly direction to Pasadena, in said county, a distance of five miles, more or less.

Thirty-eighth. Commencing at Shorb, in the county of Los Angeles, running thence in a northeasterly direction, via Monrovia and Duarte, to San Bernardino, in the county of San Bernardino, a distance of fifty-three miles, more or less.

Thirty-ninth. From Los Angeles to Shorb via San Gabriel Valley, in a northeasterly direction, a distance of six miles, more or less.

Fortieth. Commencing at the city and county of San Francisco, and running thence to and through the counties of Alameda, Contra Costa, Solano, Yolo, Sacramento, Colusa, and Tehama to a point in Tehama County, a distance of 197 miles, more or less; with a branch from a point on said main line at or near Davisville, in the county of Yolo, to the city of Sacramento, in the county of Sacramento, a distance of 13 miles, more or less; also such wharves and docks as may be necessary to the working and operating of said line and its branches, and ferries to connect the same with the city of San Francisco, a distance in all of 210 miles, more or less.

Forty-first. Commencing at or near Winters, in the county of Yuba, State aforesaid, and running thence northwesterly up Berryessa Valley, through and into the counties of Yolo, Solano, Napa, Lake, and Mendocino to Clear Lake, and thence to a point at or near Ukiah, in Mendocino County, a distance of 150 miles, more or less.

Forty-second. Commencing at or near Woodland, in the county of Yolo, and running thence in a general northwesterly direction to a point at or near Lakeport, in the county of Lake, a distance of 100 miles, more or less.

Forty-third. Commencing at or near the town of Willows, in the county of Colusa, and running thence in a general northwesterly direction to a point in, at, or near Round Valley, in the county of Mendocino, a distance of seventy-five miles, more or less.

Forty-fourth. Commencing at or near Elmira, in the county of Yuba, and running thence in a general northerly direction to a point at or near Madison, in the county of Yolo, a distance of 28.55 miles, more or less.

Forty-fifth. Commencing at or near the junction of Otter or Slough with the South Fork of the Mokelumne River, thence

passing through the county of San Joaquin and the adjoining county of Calaveras to a point about 9.80 miles east of the west line of Calaveras County, a distance of 39.60 miles, more or less.

193 "Forty-sixth. Commencing at or near Sacramento City, in the county of Sacramento, and running thence in a general northeasterly direction to Folsom; then southeasterly to a point at or near Latrobe; thence northeasterly through Shingle Springs to a point at or near Placerville, in El Dorado County, a distance of 60.50 miles, more or less.

"Forty-seventh. Commencing at or near the town of Santa Rosa, in the county of Sonoma, and running thence through the counties of Sonoma and Napa to or near the town of Benicia, in the county of Solano, a distance of 50 miles, more or less.

"Forty-eighth. Commencing at or near the town of Galt, in the county of Sacramento, and running thence in a general northeasterly direction to or near to Iona, in the county of Amador, a distance of 27.20 miles, more or less.

"Forty-ninth. Commencing at or near Shell Mound, in the county of Alameda, and running thence in a general easterly direction to or near to North Berkeley Station, in said county, a distance of 3.84 miles, more or less.

"Fiftieth. Commencing at a point in the city of Marysville, thence from said point, crossing Feather River, into the county of Sutter, and thence on a practicable line to Knights Landing, in the county of Yolo, a distance of 28 miles, more or less.

194 "Fifty-first. Commencing at the city of Marysville, in the county of Yuba, State of California, and running thence to the town of Oroville, in the county of Butte, in said State, a distance of 27 miles, more or less.

"Fifty-second. From the city of Vallejo, Solano County, California, to the city of Sacramento; also from a point in said line at Davisville, Yolo County, to Marysville, in Yuba County; also from a point in said first-named line at or near Adelanta to a point at or near Sonoma, thence to a point at or near Petaluma, thence to a point at or near Santa Rosa, thence to a point at or near Healdsburg, and thence to Clover Sale, with a branch from Santa Rosa via West Bloomfield at Bodega Corners; also from said intersection at Adelante to Calistoga, and thence via Knights Valley to Healdsburg, an aggregate length of 247 miles, more or less.

"Fifty-third. Commencing at Goshen, in the county of Tulare, and running thence via Visalia to Exeter, in said county, a distance of 17 miles, more or less.

"Together with such other and further appendages and adjuncts, including branches and spur tracks in the counties hereinbefore named, or in one or more thereof, as the board of directors of said

consolidated and amalgamated company may from time to time direct."

Constituent companies to consolidation of April 14, 1898:
(a) *Northern Railway Company*.—Incorporated by consolidation with ten different railroad corporations, May 15, 1888. Capital stock of Northern Railway Company as consolidated, \$26,175,000. First board of directors, named in said articles of consolidation: Leonard Stanford, Chas. F. Crocker, W. V. Huntington, Timothy Hopkins, N. T. Smith.

Corporate purposes.—"The places from and to which said railroads are to run are as follows:

"*First*. Commencing at the city and county of San Francisco and running thence to and through the counties of Alameda, Contra Costa, Solano, Yolo, Sacramento, Colusa, and Tehama to a point in Tehama County, a distance of 197 miles, more or less, with a branch from a point on said main line at or near Davisville, in the county of Yolo, to the city of Sacramento, in the county of Sacramento, a distance of thirteen miles, more or less; also such wharves and docks may be necessary to the working and operating of said road and its branches, and ferries to connect the same with the city of San Francisco, a distance in all of 210 miles, more or less.

"*Second*. Commencing at or near Winters, in the county of Yolo, State aforesaid, there connecting with the Vaca Valley and Clear Lake Railroad, and running thence northwesterly through Berryessa Valley through and into the counties of Yolo, Solano, Sutter, Lake, and Mendocino to Clear Lake, and thence to a point at or near Ukiah, in Mendocino County, a distance of 105 miles, more or less.

"*Third*. Commencing at or near Woodland, in the county of Yolo, and running thence in a general northwesterly direction to a point at or near Lakeport, in the county of Lake, a distance of 100 miles, more or less.

"*Fourth*. Commencing at or near the town of Willows, in the county of Colusa, and running thence in a general northwesterly direction to a point in, at, or near Round Valley, in the county of Mendocino, a distance of seventy-five miles, more or less.

"*Fifth*. Commencing at or near Elmira, in the county of Solano, and running thence in a general northerly direction to a point at or near Madison, in the county of Yolo, a distance of 28.55 miles, more or less.

"*Sixth*. Commencing at or near the junction of Otter or Hog Creek with the South Fork of the Mokelumne River, thence passing through the county of San Joaquin and the adjoining county of Calaveras to a point about 9.80 miles east of the

west line of Calaveras County, a distance of 39.60 miles, more or less.

"*Seventh.* Commencing at or near Sacramento City, in the county of Sacramento, and running thence in a general northeasterly direction to Folsom; thence southeasterly to a point at or near Latrobe; thence northeasterly through Single Springs to a point at or near Placerville, in El Dorado County, a distance of 60.50 miles, more or less.

"*Eighth.* Commencing at or near the town of Santa Rosa, in the county of Sonoma, and running thence through the counties of Sonoma and Napa to or near to the town of Benicia, in the county of Solano, a distance of fifty miles, more or less.

"*Ninth.* Commencing at or near the town of Galt, in the county of Sacramento, and running thence in a general northeasterly direction to or near to Ione, in the county of Amador, a distance of 27.20 miles, more or less.

"*Tenth.* Commencing at or near Shell Mound, in the county of Alameda, and running thence in a general easterly direction to or near to Berryman Station, in said county, a distance of three and eighty-four one-hundredths miles, more or less.

198 "Said lines of railroad, lying all within the State of California, and being composed of the lines of the several railroads hereinbefore mentioned and described, together with such other and further appendages and adjuncts, including branches and spur tracks in the counties hereinbefore named, or in one or more thereof, as the board of directors of said consolidated and amalgamated company may direct from time to time."

Railroads actually constructed April 14, 1898: East end of Oakland Mole to Martinez; Benicia to Suisun; Woodland to Tehama; Elmira to Rumsey; Willows to Fruto; Woodbridge to Valley Springs; Sacramento to Placerville via Folsom; Napa Junction to Santa Rosa; Shellmound to Berryman; Galt to Ione.

Articles of consolidation of April 14, 1898, signed: "Northern Railway Company, by George Crocker, president; George T. Kling, secretary."

Said articles of consolidation bear written consent, dated April 13, 1898, of Southern Pacific Company, Chas. G. Lathrop, H. E. Huntington, George Crocker, C. E. Green, N. T. Smith, as holders of more than $\frac{3}{4}$ of capital stock.

(b) *Northern California Railway Company.*—Incorporated September 3, 1888. Capital stock, \$1,280,000. Incorporators and first board of directors named in original articles: Norman D. Rideout, Andrew Binney, Norman Rideout, Justus Greely, Charles S. Brooks.

Corporate purposes—"The purposes for which it is formed are the following, to wit:

"1st. To construct, own, maintain, and operate a standard-gauge line of steam railroad in the counties of Yuba, Sutter, and Yolo, in the State of California, and carry passengers and freight thereon and thereover for hire; also

"2nd. To construct, own, maintain, and operate a telegraph and telephone line parallel with and near the track of said railroad; also

"3rd. To purchase, lease, operate, and maintain railroads already constructed, and particularly to purchase, operate, and maintain, in connection with said railroad to be constructed, that certain railroad known as 'The Northern California Railroad,' which commences at the city of Marysville, in the county of Yuba, State of California, and extends to the town of Oroville, in said State, and has an estimated length of twenty-seven miles; together with telegraph and telephone lines, rolling stock, and all its other properties; also

"4th. To borrow money for the purposes of constructing, equipping, repairing, and operating the railroad first named, and purchasing, repairing, and operating the railroad last named and the telegraph and telephone lines, and to issue interest-bearing bonds therefor and secure the payment thereof by the execution and delivery of mortgages upon said properties and the franchises belonging thereto.

"That said railroad to be constructed is to commence at a point in said city of Marysville; thence from said point, crossing Feather River, into said county of Sutter, and thence on a practicable line to Knights Landing, in said county of Yolo."

Railroads actually constructed Apr. 14, 1898: Knights Landing to Marysville via Marysville.

Articles of consolidation of April 14, 1898, signed: "Northern California Railway Company, by George Crocker, president; F. S. Douty, secretary."

Said articles of consolidation bear written consent, dated April 13, 1898, of Southern Pacific Company, F. S. Douty, H. Huntington, C. E. Green, George Crocker, N. T. Smith, Chas. G. Chaprop, as holders of more than $\frac{3}{4}$ of capital stock.

(c) *California Pacific Railroad Company*.—Incorporated, by consolidation, Dec. 29, 1869. Capital stock, \$12,000,000. First board of directors named by said articles of consolidation: D. W. C. Rice, Jackson Temple, D. C. Fowler, C. G. Bockins, A. D. Starr, W. K. Hudson, J. P. Jackson, F. L. Sullivan.

Corporate purposes.—"The places from and to which this railroad is run are from the city of Vallejo, Solano County, California, to

the city of Sacramento; also from a point in said line at Davisville, Yolo County, to Marysville, in Yuba County; also from a point in said first-named line at or near Adelante to a point at or near Sonoma, thence to a point at or near Petaluma, thence to a point at or near Santa Rosa, thence to a point at or near Healdsburg, and thence to Cloverdale, with a branch from Santa Rosa via West Bloomfield to Bodega Corners; also from said intersection at Adelante to Calistoga and thence via Knights Valley to 202 Healdsburg. The counties into and through which this road is to pass are Solano, Yolo, Sacramento, Sutter, Yuba, Napa, and Sonoma."

Railroads actually constructed Apr. 14, 1898: Vallejo to Sacramento via Suisun; Davis to Knights Landing via Woodland; Napa Junction to Calistoga.

Articles of consolidation of April 14, 1914, signed: "California Pacific Railroad Company, by N. T. Smith, vice president; George T. Klink, secretary,"

Said articles of consolidation bear written consent, dated April 13, 1898, of Southern Pacific Company, F. S. Douty, Pacific Improvement Co., Chas. G. Lathrop, H. E. Huntington, C. P. Huntington, Stillman & Hubbard, George Crocker, H. T. Scott, C. E. Green, as executors; Crocker Estate Company, N. T. Smith, J. L. Willcutt, Jane L. Stanford, as executrix of last will of Leland Stanford, deceased, as holders of more than $\frac{3}{4}$ of capital stock.

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Consolidation 6.

March 10, 1902, *Southern Pacific Railroad Company* (of California) consolidated with—

- (a) Southern Pacific Railroad Company (of Arizona).
- (b) Southern Pacific Railroad Company of New Mexico.

Consolidated company, capital stock, \$159,455,000. First board of directors named in articles of consolidation: E. H. Harriman, Chas. H. Tweed, J. Kruttschnitt, N. T. Smith, J. L. Willcutt, Wm. F. Herrin, Wm. Sproule, Homer S. King, Alvinza Hayward, J. S. Slauson, Jas. K. Wilson.

Corporate purposes.—Same as set forth in articles of incorporation of April 14, 1898, except:

Fourth purpose amended to include "With a branch from a point on said line at Guadalupe, in said county of Santa Barbara, in a southeasterly direction to Better Avia, in said county, a distance of four and fifty-hundredths miles, more or less."

Sixth purpose amended to include a line "Commencing at Firebaugh, in the county of Fresno, State of California, and running thence in a northeasterly direction to Madera, in the county of

era (there connecting with the Central Pacific Railroad), a distance of twenty-five miles, more or less."

Eighth purpose amended to include "A branch from Valley Springs via Paloma to the Gwin mine, in said county of California, a distance of ten miles, more or less."

Ninth purpose amended to include "A branch from Santa Ana, in said county of Orange, to Newport and to the end of the line there, a distance of twelve miles, more or less; and a branch from Newport via Smeltzers to Benedict, in the county of Orange, a distance of sixteen miles, more or less."

Tenth purpose amended to include "Commencing at a point on said line one mile southwest of the 'Station Point' of Wilmington, California and running thence from said point of commencement, going to the left and thence tangent southeasterly crossing Wilmington Channel and continuing parallel with Third Street and about thirty feet northeasterly therefrom and the prolongations thereof in the town of East San Pedro to the shore line of the Pacific Ocean, which bounds Terminal Island on the southeast, a distance of one mile, more or less."

Eleventh purpose amended to read "Commencing at Montecito, in the county of Ventura, State of California, and running thence in a general easterly direction via Hueneme Plains and San Fernando Valley to Burbank, in the county of Los Angeles, the estimated length of which is sixty-three miles; also a branch from Oxnard, in the county of Ventura, State of California, to Hueneme, in said county, a distance of four miles, more or less."

Twelfth purpose amended to read "Commencing at or near Marina, in the county of Solano, State of California, and running thence in a general northerly direction via Madison and Rumsey to Clear Lake, in the county of Lake, a distance of seventy-five miles, more or less."

Following purposes added:

"Commencing at a point on the main line of the Southern Pacific Railroad known as Oil Junction, five miles west of Bakersfield, in the county of Kern, State of California, and running thence easterly toward Oil City, a distance of seven miles, more or less, with a 'Y' track connecting the same with said main line, together with a spur track from a point on said last-described line near Oil City, and running thence in a general northerly direction a distance of three miles, more or less."

"Commencing at Mojave, in the county of Kern, State of California, and running thence in a northeasterly direction to Keeler, in the county of Inyo, a distance of one hundred and thirty miles, more or less."

"Commencing at or near San Pablo Railroad station, in the county of Contra Costa, in the State of California, and running thence in a general southwesterly direction to deep water of San Francisco Bay, a distance of five miles, more or less, with a branch from a point on said line in a general northwesterly direction to a point in San Pablo Bay, a distance of three miles, more or less.

"Commencing at a point on the Southern Pacific Railroad in the vicinity of San Mateo station, in the county of San Mateo, State of California, and thence running southerly and easterly by the most suitable route to the vicinity of Niles station, in the county of Alameda, State of California, a distance of twenty-five (25) miles, more or less.

"Commencing on the west boundary of the Territory of Arizona at the town or village of Yuma, and in the center of the Colorado River three hundred and thirty (330) feet, more or less, west of the center line, produced northerly, of Main Street in said village of Yuma, running thence easterly, following as near as practicable the thirty-second (32d) parallel of north latitude, to the eastern boundary line of said Territory at a point that is sixty (60) miles, more or less, north of the intersection of said boundary line with the international boundary line between the United States and Mexico, said railroad being 392.90 miles in length, as near as may be.

"Commencing at or near Cochise, in the county of Cochise, in the Territory of Arizona, and running thence southerly to the international boundary line between the United States and Mexico at or near Naco, in said county and Territory, a distance of sixty-five miles, more or less.

"Commencing on the west boundary line of the Territory of New Mexico sixty (60) miles, more or less, north of the intersection of said boundary with the international boundary line between the United States and Mexico, running thence easterly, following as near as practicable the thirty-second (32d) parallel of north latitude, to a point in the center of the Rio Grande seventeen hundred (1,700) feet, more or less (measured along said center line), north of said international boundary line, and connecting with the western end of the Galveston, Harrisburg & San Antonio Railway, a corporation organized under the laws of the State of Texas, said railroad being 167.45 miles in length, as near as may be.

208 "Together with such other and further appendages and adjuncts to the hereinbefore described lines of railroad, including branches and spur tracks, as the board of directors of said consolidated company may from time to time direct."

Constituent companies to consolidation of March 10, 1902:

(a) *Southern Pacific Railroad Company (of Arizona)*.—Incorporated Sept. 20, 1878. Capital stock, \$20,000,000. Incorporators named in original articles: D. D. Colton, Chas. F. Crocker, A. P. K. Ford, Chas. Hudson, and David Neahr.

Corporate purposes.—"The enterprise and business in which said corporation proposes to engage is the construction, maintaining, and operating of a line of railroad and telegraph commencing on the western boundary of said Territory at the town or village of Yuma where it is to connect with the railroad and telegraph line of a certain corporation organized under the laws of the State of California and known as the Southern Pacific Railroad Company of that State), running thence easterly, following as near as may be found practicable the thirty-second parallel of north latitude, to the eastern boundary of said Territory—the eastern terminus of said railroad and telegraph to be at or as near as may be found practicable to the point of intersection of the eastern boundary of said Territory and the said thirty-second parallel of north latitude."

Railroads actually constructed March 10, 1902: Yuma to Arizona-New Mexico line.

Articles of consolidation of March 10, 1902, signed: "Southern Pacific Railroad Company (of Arizona), by H. E. Huntington, president; countersigned by J. L. Willcutt, secretary."

Said articles of consolidation bear written consent, dated March 5, 1902, of Southern Pacific Company as owner of more than $\frac{3}{4}$ of capital stock of S. P. RR. Co. of Arizona.

(b) *Southern Pacific Railroad Company of New Mexico*.—Incorporated April 14, 1879. Capital stock, \$10,000,000. Subscribers to articles of incorporation and first board of directors therein named: Charles F. Crocker, Richard P. Hammond, John E. Foulds, William Breenden, Lehman Spiegelberg.

Corporate purposes.—"The purpose for which said corporation is formed shall be to construct, maintain, and operate a railroad and telegraph line across that portion of the said Territory of New Mexico between its western boundary and the Rio Grande, following as nearly as may be found practicable the thirty-second parallel of north latitude, the termini of said railroad and telegraph line being hereinafter more particularly stated and defined."

Railroads actually constructed March 10, 1902: From Arizona-New Mexico line to New Mexico-Texas line.

Articles of consolidation of March 10, 1902, signed: "Southern Pacific Railroad Company of New Mexico, by H. E. Huntington, president; countersigned by J. L. Willcutt, secretary."

Said articles of consolidation bear written consent, dated March 1902, of Southern Pacific Company as owner of more than $\frac{1}{2}$ of capital stock of S. P. R. R. Co. of New Mexico.

August 28, 1905, articles of incorporation and consolidation amended to increase capital stock to \$160,000,000.

211 PETITIONER'S EXHIBIT No. 14, SEPTEMBER 21, 1914.

In the District Court of the United States for the District of Utah

UNITED STATES OF AMERICA, PETITIONER,

vs.

SOUTHERN PACIFIC COMPANY, CENTRAL PACIFIC RAILWAY
Company et als., defendants.

No. 420

Stipulation.

It is believed, and it is accordingly agreed, that the attached list giving the names of the officers and directors of the Central Pacific Railroad Company from 1861 to 1899, inclusive; of the Central Pacific Railway Company from 1900 to 1914, inclusive; of the Southern Pacific Railroad Company from 1868 to 1914, inclusive; and of the Southern Pacific Company from 1885 to 1914; and also giving the names of the executive committees of said companies during the years when they had executive committees is correct; and it is further

212 agreed that the same may be offered and received in evidence on behalf of any party to this cause, subject, however, to the right of any party, which is hereby reserved, to offer additional explanatory, or corrective evidence on the same subject.

Dated September 17th, 1914.

(Signed)

JAMES W. ORR,

EDWARD F. MCCLENNEN,

For petitioner.

J. P. BLAIR,

For defendants.

Central Pacific Railroad Company—Central Pacific Railway Company—Southern Pacific Railroad Company—Southern Pacific Company.

List of officers and directors.

Central Pacific Railroad Company, 1861 to 1899, inclusive.
Central Pacific Railway Company, 1900 to 1914, inclusive.
Southern Pacific Railroad Company, 1868 to 1914, inclusive.
Southern Pacific Company, 1885 to 1914, inclusive.

Central Pacific Railroad Company.

Year 1861—Directors: Leland Stanford, C. P. Huntington, Lecius A. Booth, Charles Crocker, James Bailey, Mark Hopkins, Theo. D. Judah, D. W. Strong, Charles Marsh. Officers: President, Leland Stanford; vice president, C. P. Huntington; treasurer, Mark Hopkins; Chief Engr., Theo. D. Judah.

Year 1862—Directors: Leland Stanford, Charles Crocker, James Bailey, Theodore D. Judah, L. A. Booth, C. P. Huntington, Mark Hopkins, D. W. Strong, Charles Marsh. Officers: President, Leland Stanford; vice pres., C. P. Huntington; treasurer, Mark Hopkins; Chief Engr., Theo. D. Judah.

Year 1864 (March 1st)—Directors: Leland Stanford, Mark Hopkins, C. P. Huntington, E. B. Crocker, D. W. Strong, A. P. Stanford, L. A. Booth, Charles Marsh, E. H. Miller, Jr. Officers: President, Leland Stanford; vice pres., C. P. Huntington; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; act'g chief engr., Sam S. Montague.

Year 1864 (Dec. 31st.)—Directors: Leland Stanford, C. P. Huntington, Mark Hopkins, E. B. Crocker, A. P. Stanford, Charles Marsh, E. H. Miller, Jr. Officers: President, Leland Stanford; vice pres., C. P. Huntington; secretary, E. H. Miller, Jr.; treasurer, Mark Hopkins; act. chief engr., Sam S. Montague; genl. supt., Chas. Crocker.

Year 1865.—Directors: Leland Stanford, C. P. Huntington, E. B. Crocker, Mark Hopkins, E. H. Miller, Jr., Charles Marsh, A. P. Stanford. Officers: President, Leland Stanford; vice president, C. P. Huntington; secretary E. H. Miller, Jr.; treasurer, Mark Hopkins; act'g chief engr., S. S. Montague.

Year 1866.—Directors: Leland Stanford, C. P. Huntington, E. B. Crocker, Mark Hopkins, E. H. Miller, Jr., Chas. Marsh, A. P. Stanford. Officers: President, Leland Stanford; vice president, C. P. Huntington; secretary, E. H. Miller, Jr.; treasurer, Mark Hopkins; act'g chief engr., S. S. Montague.

Year 1867.—Directors: Leland Stanford, E. B. Crocker, Mark Hopkins, E. H. Miller, Jr., Chas. Marsh, A. P. Stanford, C. P. Huntington. Officers: President, Leland Stanford; vice president, C. P. Huntington; secretary, E. H. Miller, Jr.; treasurer, Mark Hopkins; act'g chief engr., S. S. Montague.

218 Central Pacific Railroad Southern Pacific Railroad Co.

Year 1868.—Directors: Leland Stanford, C. P. Huntington, E. B. Crocker, Mark Hopkins, E. H. Miller, Jr., Chas. Marsh, A. P. Stanford. Officers: President, Leland Stanford; vice pres., C. P. Huntington; secretary, E. H. Miller, Jr.; treasurer, Mark Hopkins; chief engr., S. S. Montague; genl. supt., Chas. Crocker.

219 Year 1869. — Directors: Leland Stanford, E. B. Crocker, Mark Hopkins, E. H. Miller, Jr., C. P. Huntington, Chas. Marsh, A. P. Stanford. Officers: President, Leland Stanford; vice pres., C. P. Huntington; secretary, E. H. Miller, Jr.; treasurer, Mark Hopkins; chief engr., S. S. Montague; genl. supt., Chas. Crocker.

220 Year 1870.—Directors: Leland Stanford, C. P. Huntington, Mark Hopkins, Chas. Crocker, E. B. Crocker, E. H. Miller, Jr., A. P. Stanford. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Chas. Crocker; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; genl. supt., A. N. Towne; land agent, B. B. Redding.

Year 1868.—Directors: T. G. Phelps, B. G. Lathrop, W. B. Carr, T. B. Shannon, Lloyd Tevis, Lewis Cunningham, Edgar Mills. Officers: President, T. G. Phelps; secretary, Lloyd Tevis; treasurer, Edgar Mills.

Year 1869.—Directors: Lloyd Tevis, Wm. E. Barron, D. O. Mills, Thomas Bell, Lewis Cunningham, Henry E. Robinson, Edgar Mills. Officers: President, Lloyd Tevis; vice pres., D. O. Mills; secretary, B. B. Minor; treasurer, Edgar Mills.

Year 1870.—Directors: Lloyd Tevis, Wm. E. Barron, Thomas Bell, D. O. Mills, J. B. Haggin, Wm. B. Carr, Edgar Mills. Officers: President, Lloyd Tevis; vice pres., J. B. Haggin; secretary, B. B. Minor; treasurer, Edgar Mills; chief engr., Thos. J. Arnold.

Central Pacific Railroad Company.—Southern Pacific Railroad Company.

Names of officers and directors for years 1871 to 1914, inclusive.

Central Pacific Railroad Co.

Southern Pacific Railroad Co.

Year 1871.—Directors: Leland Stanford, C. P. Huntington, Mark Hopkins, E. H. Miller, Jr., C. H. Cummings, Wm. E. Brown, Robert Robinson. Officers: President, Leland Stanford; vice pres., C. P. Huntington; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; land agent, B. B. Redding; genl. supt., A. N. Towne.

Year 1872.—Directors: Leland Stanford, C. P. Huntington, Mark Hopkins, E. H. Miller, Jr., C. H. Cummings, Wm. E. Brown, Robert Robinson. Officers: President, Leland Stanford; vice pres., C. P. Huntington; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; land agent, B. B. Redding; genl. supt., A. N. Towne.

Year 1873.—Directors: C. P. Huntington, Robert Robinson, E. H. Miller, Jr., Leland Stanford, Mark Hopkins, C. H. Cummings, Charles Crocker. Officers: President, Leland Stanford; vice pres., C. P. Huntington; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; genl. supt., A. N. Towne; land agent, B. B. Redding.

Year 1871.—Directors: Leland Stanford, C. P. Huntington, Mark Hopkins, Peter Donahue, Chas. Crocker, Lloyd Tevis, Charles Mayne. Officers: President, Chas. Crocker; vice pres., C. P. Huntington; treasurer, Mark Hopkins; secretary, J. L. Willcutt; chief engr., Geo. E. Gray.

Year 1872.—Directors: Leland Stanford, C. P. Huntington, Mark Hopkins, Lloyd Tevis, Peter Donahue, Charles Mayne, J. L. Willcutt. Officers: President, C. P. Huntington; treasurer, Mark Hopkins; secretary, J. L. Willcutt; chief engr., Geo. E. Gray; land agent, B. B. Redding; genl. supt., A. N. Towne.

Year 1873.—Directors: C. P. Huntington, Robert Robinson, E. H. Miller, Jr., S. T. Gage, D. D. Colton, Charles Mayne, J. L. Willcutt. Officers: President, C. P. Huntington; vice pres., D. D. Colton; treasurer, E. H. Miller, Jr.; secretary, J. L. Willcutt; chief engr., Geo. E. Gray; genl. supt., A. N. Towne.

224 Year 1874.—Directors:

C. P. Huntington, E. H. Miller, Jr., Robert Robinson, Leland Stanford, Mark Hopkins, C. H. Cummings, Charles Crocker. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Chas. Crocker; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; land agent, B. B. Redding; genl. supt., A. N. Towne.

225 Year 1875.—Directors:

Charles Crocker, Robert Robinson, E. H. Miller, Jr., Leland Stanford, Mark Hopkins, C. P. Huntington, C. H. Cummings. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Chas. Crocker; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; land agent, B. B. Redding; genl. supt., A. N. Towne.

226 Year 1876.—Directors:

Charles Crocker, David D. Colton, Robert Robinson, E. H. Miller, Jr., Leland Stanford, C. P. Huntington, Mark Hopkins. Officers: President, Leland Stanford; 1st vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., Saml. S. Montague; genl. supt., A. N. Towne; land agent, Benj. B. Redding.

227 Year 1877.—Directors:

Charles Crocker, David D. Colton, E. H. Miller, Jr., Leland Stanford, C. P. Huntington, Mark Hopkins, S. T. Gage.

Year 1874.—Directors: C. P.

Huntington, E. H. Miller, Jr., Robert Robinson, D. D. Colton, Chas. Mayne, S. T. Gage, J. L. Willcutt. Officers: President, C. P. Huntington; vice pres., D. D. Colton; treasurer, E. H. Miller, Jr.; secretary, J. L. Willcutt; chief engr., Geo. E. Gray; land agent, B. B. Redding; genl. supt., A. N. Towne.

Year 1875.—Directors:

Charles Crocker, Robert Robinson, E. H. Miller, Jr., David D. Colton, N. T. Smith, S. T. Gage, J. L. Willcutt. Officers: President, Charles Crocker; vice pres., David D. Colton; treasurer, E. H. Miller, Jr.; secretary, J. L. Willcutt; chief engr., Geo. E. Gray; land agent, B. B. Redding; superintendents, northern div., A. C. Bassett; Los Ang. div., E. E. Hewitt.

Year 1876.—Directors: Charles

Crocker, David D. Colton, Robert Robinson, E. H. Miller, Jr., H. M. Newhall, N. T. Smith, J. L. Willcutt. Officers: President, Charles Crocker; vice pres., David D. Colton; treasurer, N. T. Smith; secretary, J. L. Willcutt; chief engr., Geo. E. Gray; superintendents, northern div., A. C. Bassett; Los Ang. div., E. E. Hewitt; land agent, B. B. Redding.

Year 1877.—Directors: Charles

Crocker, David D. Colton, E. H. Miller, Jr., Robert Robinson, H. M. Newhall, N. T. Smith, J. L. Willcutt. Officers: President,

Officers: President, Leland Stanford; 1st vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, Mark Hopkins; secretary, E. H. Miller, Jr.; chief engr., S. S. Montague; land agent, B. B. Redding; genl. supt., A. N. Towne.

228 Year 1878.—Directors: Charles Crocker, Leland Stanford, E. H. Miller, Jr., E. W. Hopkins, S. T. Gage, C. F. Crocker, C. P. Huntington. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, E. W. Hopkins; secretary, E. H. Miller, Jr.; land agent, B. B. Redding; chief engr., S. S. Montague; genl. supt., A. N. Towne.

229 Year 1879.—Directors: Charles Crocker, Chas. F. Crocker, W. V. Huntington, Leland Stanford, E. H. Miller, Jr., E. W. Hopkins, C. P. Huntington. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, E. W. Hopkins; secretary, E. H. Miller, Jr.; land agent, B. B. Redding; chief engr., S. S. Montague; genl. supt., A. N. Towne.

230 Year 1880.—Directors: Charles Crocker, Charles F. Crocker, W. V. Huntington, Leland Stanford, E. H. Miller, Jr., E. W. Hopkins, C. P. Huntington. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, E. W. Hopkins; secretary, E. H. Miller,

Charles Crocker; vice pres., David D. Colton; treasurer, N. T. Smith; secretary, J. L. Willcutt; chief engr., Geo. E. Gray; land agent, Jerome Madden; superintendents, northern div., A. C. Bassett, southern div., A. N. Towne.

Year 1878.—Directors: Charles Crocker, H. M. Newhall, Charles Mayne, J. L. Willcutt, Nicholas T. Smith, Jerome Madden, David D. Colton. Officers: President, Charles Crocker; vice pres., D. D. Colton; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engr., Geo. E. Gray; superintendent, Northern Div., A. C. Bassett.

Year 1879.—Directors: Charles Crocker, Chas. F. Crocker, W. V. Huntington, H. M. Newhall, Charles Mayne, J. L. Willcutt, Nicholas T. Smith. Officers: President, Charles Crocker; vice pres., Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engr., Geo. E. Gray; superintendent, Northern Div., A. C. Bassett.

Year 1880.—Directors: Charles Crocker, Charles F. Crocker, W. V. Huntington, H. M. Newhall, Charles Mayne, J. L. Willcutt, Nicholas T. Smith. Officers: President, Charles Crocker; vice pres., Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engr., Geo.

Jr.; land agent, B. B. Redding; chief engr., S. S. Montague; genl. supt., A. N. Towne.

231 Year 1881.—Directors:

Charles Crocker, Charles F. Crocker, W. V. Huntington, Leland Stanford, E. H. Miller, Jr., E. W. Hopkins, C. P. Huntington. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, E. W. Hopkins; secretary, E. H. Miller, Jr.; gen. mgr., A. N. Towne; land agent, B. B. Redding; chief engr., S. S. Montague.

232 Year 1882.—Directors:

Charles Crocker, C. F. Crocker, W. V. Huntington, Leland Stanford, E. H. Miller, Jr., Timothy Hopkins, C. P. Huntington. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; gen. mgr., A. N. Towne; land agent, Wm. H. Mills; chief engr., S. S. Montague.

233 Year 1883.—Directors:

Charles Crocker, C. F. Crocker, W. V. Huntington, Timothy Hopkins, C. P. Huntington, Leland Stanford, E. H. Miller, Jr. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; gen. mgr., A. N. Towne; land agent, Wm. H. Mills; chief engr., Wm. Hood.

E. Gray; superintendent, Northern Div., A. C. Bassett.

Year 1881.—Directors: Charles Crocker, Charles F. Crocker, W. V. Huntington, H. M. Newhall, Charles Mayne, J. L. Willcutt, Nicholas T. Smith. Officers: President, Charles Crocker; vice pres., Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engr., Geo. E. Gray; superintendent, Northern Div., A. C. Bassett.

Year 1882.—Directors: Charles Crocker, Charles F. Crocker, W. V. Huntington, Moses Hopkins, Charles Mayne, J. L. Willcutt, Nicholas T. Smith. Officers: President, Charles Crocker; vice pres., Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engr., Geo. E. Gray; superintendent, Northern Div., A. C. Bassett.

Year 1883.—Directors: Charles Crocker, Charles F. Crocker, W. V. Huntington, Timothy Hopkins, Charles Mayne, J. L. Willcutt, Nicholas T. Smith. Officers: President, Charles Crocker; vice pres., Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engr., Geo. E. Gray; superintendent, Northern Div., A. C. Bassett.

Year 1884.—Directors: Charles Crocker, Timothy Hopkins, C. F. Crocker, W. V. Huntington, Leland Stanford, E. H. Miller, Jr., C. P. Huntington. Officers: President, Leland Stanford; vice pres., C. P. Huntington; 2nd vice pres., Charles Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; gen. mgr., A. N. Towne; land agent, W. H. Mills; chief engr., Wm. Hood.

Year 1884.—Directors: Charles Crocker, Timothy Hopkins, Charles F. Crocker, W. V. Huntington, Charles Mayne, N. T. Smith, J. L. Willcutt. Officers: President, Charles Crocker; vice pres., Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; superintendent, northern div., A. C. Bassett; chief engr., Geo. E. Gray.

Southern Pacific Company.

Year 1885 (April 8).—Directors: Timothy Hopkins, Charles F. Crocker, Charles Crocker, Leland Stanford, E. H. Miller, Jr., C. P. Huntington, T. W. Pierce, W. E. Brown, A. Lathrop, S. T. Gage, S. D. D. Officers: President, Leland Stanford; vice presidents, C. P. Huntington, Charles Crocker, Charles F. Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.

Central Pacific Railroad Company.

Year 1885.—Directors: Timothy Hopkins, W. V. Huntington, Charles F. Crocker, Charles Crocker, Leland Stanford, E. H. Miller, Jr., C. P. Huntington. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice president, Charles Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; land agent, W. H. Mills; chief engineer, Wm. Hood.

Southern Pacific Railroad Company.

Year 1885.—Directors: Timothy Hopkins, W. V. Huntington, Charles F. Crocker, Charles Crocker, Charles Mayne, N. T. Smith, J. L. Willcutt. Officers: President, Charles Crocker; vice president, Charles F. Crocker; treasurer, N. T. Smith; Secretary, J. L. Willcutt; land agent, Jerome Madden; chief engineer, Geo. E. Gray.

Southern Pacific Company.

Year 1886 (April 7).—Directors: Leland Stanford, Timothy Hopkins, W. V. Huntington, Charles Crocker, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., W. E. Brown, A. Lathrop, S. T. Gage, S. D. D. Officers: President, Leland Stanford; vice presidents,

C. P. Huntington, Charles Crocker, C. F. Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; genl. manager, A. N. Towne.

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Central Pacific Railroad Company.

Year 1886.—Directors: Leland Stanford, Timothy Hopkins, W. V. Huntington, Charles Crocker, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice president, Charles Crocker; 3rd vice president, Charles F. Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; land agent, Wm. H. Mills; chief engineer, Wm. Hood.

240

Southern Pacific Railroad Company.

Year 1886.—Directors: Charles Mayne, Timothy Hopkins, W. V. Huntington, Charles Crocker, Charles F. Crocker, J. L. Willcutt, Nicholas T. Smith. Officers: President, Charles Crocker; vice president, Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engineer, Wm. Hood.

241

Southern Pacific Company.

Year 1887 (April 13).—Directors: Charles Crocker, Timothy Hopkins, W. V. Huntington, Charles F. Crocker, Leland Stanford, E. H. Miller, Jr., C. P. Huntington, W. E. Brown, A. Lathrop, S. T. Gage, F. S. Douty. Officers: President, Leland Stanford; vice presidents, C. P. Huntington, Charles Crocker, Charles F. Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; genl. manager, A. N. Towne.

242

Central Pacific Railroad Company.

Year 1887.—Directors: Charles Crocker, Timothy Hopkins, W. V. Huntington, Charles F. Crocker, Leland Stanford, E. H. Miller, Jr., C. P. Huntington. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice pres., Charles Crocker; 3rd vice pres., Charles F. Crocker; treasurer, Timothy Hopkins; secretary, E. H. Miller, Jr.; land agent, Wm. H. Mills.

243

Southern Pacific Railroad Company.

Year 1887.—Directors: Charles Crocker, Timothy Hopkins, W. V. Huntington, Charles F. Crocker, Charles Mayne, J. L. Willcutt, Nicholas D. Smith. Officers: President, Charles Crocker; vice president, Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden; chief engineer, Wm. Hood.

Southern Pacific Company.

Year, 1888 (April 4).—Directors: Charles F. Crocker, Timothy Hopkins, Leland Stanford, C. P. Huntington, E. H. Miller, Jr., Charles Crocker, W. V. Huntington, W. E. Brown, A. Lathrop, S. T. Gage, F. S. Douty. Officers: President, Leland Stanford; vice president, C. P. Huntington, Charles Crocker, Charles F. Crocker; treasurer, Timothy Hopkins; secretary, G. L. Lansing; genl. manager, A. N. Towne.

Central Pacific Railroad Company.

Year, 1888.—Directors: Charles F. Crocker, Timothy Hopkins, Leland Stanford, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, E. Bretherton. Officers: President, Leland Stanford; 1st vice president, C. P. Huntington; 2nd vice president, Charles F. Crocker; 3rd vice president, A. N. Towne; treasurer, Timothy Hopkins; secretary & controller, E. H. Miller, Jr.; land agent, Wm. H. Mills.

Southern Pacific Railroad Company.

Year, 1888.—Directors: Charles F. Crocker, Timothy Hopkins, Charles Crocker, W. V. Huntington, N. T. Smith, J. L. Willcutt, Charles Mayne. Officers: President, Charles Crocker; vice president, Charles F. Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt; land agent, Jerome Madden.

Southern Pacific Company.

Year 1889 (April 3).—Directors: Leland Stanford, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, W. V. Huntington, W. E. Brown, A. Lathrop, S. T. Gage, F. S. Douty, E. Stillman. Officers: President, Leland Stanford; vice president, C. P. Huntington, Charles F. Crocker, A. N. Towne, J. C. Hubbs; treasurer, G. L. Lansing; secretary, Timothy Hopkins; genl. manager, A. N. Towne.

Central Pacific Railroad Company.

Year 1889.—Directors: Leland Stanford, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, Timothy Hopkins, E. Bretherton. Officers: President, Leland Stanford; 1st vice president, C. P. Huntington; 2nd vice president, Charles F. Crocker; 3rd vice president, A. N. Towne; treasurer, Timothy Hopkins; secretary & controller, E. H. Miller, Jr.; land agent, Wm. H. Mills.

249

Southern Pacific Railroad Company.

Year 1889.—Directors: Leland Stanford, Charles F. Crocker, W. V. Huntington, Timothy Hopkins, Charles Mayne, N. T. Smith, J. L. Willcutt. Officers: President, Charles F. Crocker; vice president, Timothy Hopkins; treasurer, N. T. Smith; secretary, J. L. Willcutt.

250

Southern Pacific Company.

Year 1890 (April 9).—Directors: Leland Stanford, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, W. V. Huntington, W. E. Brown, T. H. Hubbard, T. E. Stillman, S. T. Gage, F. S. Douty. Officers: President, C. P. Huntington; vice presidents, Charles F. Crocker, A. N. Towne, J. C. Stubbs; treasurer, Timothy Hopkins; secretary, G. L. Lansing; genl. manager, A. N. Towne. Executive committee: Leland Stanford, C. P. Huntington, Charles F. Crocker, T. H. Hubbard.

251

Central Pacific Railroad Company.

Year 1890.—Directors: Leland Stanford, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, Timothy Hopkins, C. E. Bretherton. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice president, Charles F. Crocker; 3rd vice president, A. N. Towne; treasurer, Timothy Hopkins; secretary & controller, E. H. Miller, Jr.; land agent, Wm. H. Mills.

252

Southern Pacific Railroad Company.

Year 1890.—Directors: Leland Stanford, Charles F. Crocker, W. V. Huntington, Timothy Hopkins, Charles Mayne, N. T. Smith, J. L. Willcutt. Officers: President, Charles F. Crocker; vice president, Timothy Hopkins; treasurer, N. T. Smith; secretary, J. L. Willcutt.

253

Southern Pacific Company.

Year 1891 (April 8).—Directors: Leland Stanford, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, W. V. Huntington, W. E. Brown, T. H. Hubbard, T. E. Stillman, S. T. Gage, F. S. Douty. Officers: President, C. P. Huntington; vice presidents, Charles F. Crocker, A. N. Towne, J. C. Stubbs, I. E. Gates; treasurer, Timothy Hopkins; secretary, G. L. Lansing; genl. manager, A. N. Towne.

Central Pacific Railroad Company.

Year 1891.—Directors: Leland Stanford, Charles F. Crocker, C. P. Huntington, E. H. Miller, Jr., A. N. Towne, Timothy Hopkins, C. E. Bretherton. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice president, Charles F. Crocker; 3rd vice president, A. N. Towne; secretary & controller, E. H. Miller, Jr.; treasurer, Timothy Hopkins; land agent, Wm. H. Mills.

Southern Pacific Railroad Company.

Year 1891.—Directors: Leland Stanford, Charles F. Crocker, W. V. Huntington, Timothy Hopkins, Charles Mayne, N. T. Smith, J. L. Willcutt. Officers: President, Charles C. Crocker; vice president, Timothy Hopkins; secretary, J. L. Willcutt; treasurer, N. T. Smith.

Southern Pacific Company.

Year 1892 (April 6).—Directors: C. P. Huntington, Charles F. Crocker, A. N. Towne, Leland Stanford, Thos. H. Hubbard, E. H. Miller, Jr., J. C. Stubbs, T. E. Stillman, S. T. Gage, H. E. Huntington, George Crocker. Officers: President, C. P. Huntington; vice presidents, Charles F. Crocker, A. N. Towne, J. C. Stubbs, I. E. Miller; treasurer, N. T. Smith; secretary, G. L. Lansing; Genl. manager, A. N. Towne. Executive committee: Leland Stanford, Charles F. Crocker, Thos. H. Hubbard, C. P. Huntington.

Central Pacific Railroad Company.

Year 1892.—Directors: C. P. Huntington, Charles F. Crocker, A. N. Towne, Leland Stanford, Thos. H. Hubbard, E. H. Miller, Jr., W. V. Huntington, C. E. Bretherton, E. W. Hopkins. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice president, Charles F. Crocker; 3rd vice president, A. N. Towne; treasurer, Willard V. Huntington; secretary & controller, E. H. Miller, Jr.; land agent, Wm. H. Mills.

Southern Pacific Railroad Company.

Year 1892.—Directors: C. P. Huntington, Charles F. Crocker, A. N. Towne, W. V. Huntington, Charles Mayne, N. T. Smith, J. L. Willcutt. Officers: President, Charles F. Crocker; vice president, W. V. Huntington; treasurer, N. T. Smith; secretary, J. L. Willcutt.

259

Southern Pacific Company.

Year 1893 (April 5).—Directors: A. N. Towne, Charles F. Crocker, H. E. Huntington, Leland Stanford, Thomas H. Hubbard, C. P. Huntington, N. T. Smith, S. T. Gage, T. E. Stillman, J. C. Stubbs, George Crocker. Officers: President, C. P. Huntington; vice presidents, Charles F. Crocker, A. N. Towne, J. C. Stubbs, E. H. Pardon; treasurer, N. T. Smith; secretary, G. L. Lansing; genl. manager, A. N. Towne. Executive committee: Leland Stanford, C. P. Huntington, Charles F. Crocker, Thos. H. Hubbard.

260

Central Pacific Railroad Company.

Year 1893.—Directors: A. N. Towne, Charles F. Crocker, H. E. Huntington, Leland Stanford, Thomas H. Hubbard, C. P. Huntington, C. E. Bretherton, G. L. Lansing, H. A. Cummings. Officers: President, Leland Stanford; vice president, C. P. Huntington; 2nd vice president, Charles F. Crocker; 3rd vice president, A. N. Towne; treasurer, H. E. Huntington; secretary & auditor, Wm. H. Thompson; land agent, Wm. H. Mills.

261

Southern Pacific Railroad Company.

Year 1893.—Directors: A. N. Towne, Charles F. Crocker, H. E. Huntington, N. T. Smith, J. L. Willcutt, Chas. G. Lathrop, I. E. Gates. Officers: President, Charles F. Crocker; vice president, H. E. Huntington; 2nd vice pres., I. E. Gates; treasurer, N. T. Smith; secretary, J. L. Willcutt.

262

Southern Pacific Company.

Year 1894 (April 4).—Directors: C. P. Huntington, A. N. Towne, Charles F. Crocker, H. E. Huntington, N. T. Smith, R. J. Wilson, W. H. Crocker, Thos. H. Hubbard, S. T. Gage, T. E. Stillman, J. C. Stubbs. Officers: President, C. P. Huntington; vice president, Charles F. Crocker, A. N. Towne, J. C. Stubbs; treasurer, N. T. Smith; secretary, G. L. Lansing; genl. manager, A. N. Towne.

263

Central Pacific Railroad Company.

Year 1894.—Directors: C. P. Huntington, Isaac L. Requa, Wm. H. Mills, C. E. Bretherton, Charles P. Eells, Jas. O'B. Gunn, F. L. Spencer. Officers: President, Isaac L. Requa; vice president, C. P. Huntington; 2nd vice president and treasurer, Wm. H. Mills; secretary-auditor, Wm. M. Thompson.

Southern Pacific Railroad Company.

Year 1894.—Directors: A. N. Towne, Charles F. Crocker, H. E. Huntington, N. T. Smith, Charles Mayne, J. L. Willcutt, F. B. Dwyer. Officers: President, Charles F. Crocker; vice president, H. E. Huntington; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1895 (April 3).—Directors: H. E. Huntington, Charles F. Crocker, N. T. Smith, Charles G. Lathrop, C. P. Huntington, A. N. Towne, George Crocker, Thos. H. Hubbard, J. C. Stubbs, T. E. Stillman, R. J. Wilson. Officers: President, C. P. Huntington; vice president, Charles N. Crocker, A. N. Towne, J. C. Stubbs; treasurer, N. T. Smith; secretary, G. L. Lansing; genl. manager, A. N. Towne.

Central Pacific Railroad Company.

Year 1895.—Directors: C. P. Huntington, I. E. Gates, Isaac L. Requa, Wm. H. Mills, C. E. Bretherton, Chas. P. Eells, F. E. Spencer. Officers: President, Isaac L. Requa; vice president, C. P. Huntington; 2nd vice president & treasurer, Wm. H. Mills; secretary & auditor, Wm. M. Thompson; 3d vice president, I. E. Gates.

Southern Pacific Railroad Company.

Year 1895.—Directors: H. E. Huntington, Charles F. Crocker, N. T. Smith, Charles G. Lathrop, I. E. Gates, F. S. Dwyer, J. L. Willcutt. Officers: President, Charles F. Crocker; vice president, H. E. Huntington; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1896 (April 8).—Directors: H. E. Huntington, Charles F. Crocker, Charles G. Lathrop, N. T. Smith, C. P. Huntington, R. J. Wilson, Thos. H. Hubbard, T. E. Stillman, J. C. Stubbs, W. H. Crocker, A. L. Tubbs. Officers: President, C. P. Huntington; vice president, Charles F. Crocker, Thos. H. Hubbard, J. C. Stubbs; treasurer, N. T. Smith; secretary, E. C. Wright; genl. manager, J. Krottschnitt.

Central Pacific Railroad Company.

Year 1896.—Directors: C. P. Huntington, I. E. Gates, Isaac L. Requa, Wm. H. Mills, C. E. Bretherton, Chas. P. Eells, F. E. Spencer. Officers: President, Isaac L. Requa; vice president, C. P. Hunt-

ington; 2nd vice president and treasurer, Wm. H. Mills; 3rd vice president, I. E. Gates; secretary & auditor, Wm. M. Thompson.

270 Southern Pacific Railroad Company.

Year 1896.—Directors: H. E. Huntington, Charles F. Crocker, Charles G. Lathrop, N. T. Smith, I. E. Gates, F. S. Douty, J. L. Willcutt. Officers: President, Charles F. Crocker; vice president, H. E. Huntington; treasurer, N. T. Smith; secretary, J. L. Willcutt.

271 Southern Pacific Company.

Year 1897 (April 7).—Directors: H. E. Huntington, Charles F. Crocker, Charles G. Lathrop, N. T. Smith, C. P. Huntington, R. J. Wilson, Thos. H. Hubbard, T. E. Stillman, J. C. Stubbs, W. H. Crocker, J. Kruttschnitt. Officers: President, C. P. Huntington; vice presidents, Charles F. Crocker, Thos. H. Hubbard, J. C. Stubbs; treasurer, N. T. Smith; secretary, E. C. Wright; genl. manager, J. Kruttschnitt.

272 Central Pacific Railroad Company.

Year 1897.—Directors: C. P. Huntington, I. E. Gates, Isaac L. Requa, Wm. H. Mills, C. E. Bretherton, Chas. P. Eells, F. E. Spencer. Officers: President, Isaac L. Requa; vice president, C. P. Huntington; 2nd vice president & treasurer, Wm. H. Mills; 3rd vice president, I. E. Gates; secretary & auditor, Wm. M. Thompson.

273 Southern Pacific Railroad Company.

Year 1897.—Directors: H. E. Huntington, Charles F. Crocker, Charles G. Lathrop, N. T. Smith, I. E. Gates, F. S. Douty, J. L. Willcutt. Officers: President, Charles F. Crocker; vice president, H. E. Huntington; treasurer, N. T. Smith; secretary, J. N. Willcutt.

274 Southern Pacific Company.

Year 1898 (April 6).—Directors: C. P. Huntington, H. E. Huntington, George Crocker, Thos. H. Hubbard, Chas. G. Lathrop, C. E. Green, N. T. Smith, Russell J. Wilson, J. C. Stubbs, J. Kruttschnitt, T. E. Stillman. Officers: President, C. P. Huntington; vice presidents, George Crocker, Thos. H. Hubbard, J. C. Stubbs, J. Kruttschnitt; treasurer, N. T. Smith; secretary, E. C. Wright; genl. manager, J. Kruttschnitt. Executive committee: C. P. Huntington, Thos. H. Hubbard, George Crocker, Chas. G. Lathrop.

Central Pacific Railroad Company.

Year 1898.—Directors: Isaac L. Requa, Wm. H. Mills, Wm. M. Thompson, J. C. Kirkpatrick, C. E. Bretherton, Chas. P. Eells, Joseph D. Grant. Officers: President, Isaac L. Requa; vice president, Wm. H. Mills; 2nd vice president, John C. Kirkpatrick; 3rd vice president, Chas. P. Eells; secretary & controller, Wm. M. Thompson.

Southern Pacific Railroad Company.

Year 1898.—Directors: C. P. Huntington, H. E. Huntington, George Crocker, Thos. H. Hubbard, Chas. G. Lathrop, C. E. Green, N. T. Smith, Russell J. Wilson, F. S. Douty. Officers, president, C. P. Huntington; vice president, H. E. Huntington; 2nd vice president, George Crocker; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1899 (April 5).—Directors: C. P. Huntington, H. E. Huntington, George Crocker, Thos. H. Hubbard, Russell J. Wilson, Chas. G. Lathrop, N. T. Smith, J. Kruttschnitt, E. F. Searles, W. H. Crocker, J. C. Stubbs. Officers: President, C. P. Huntington; vice presidents, George Crocker, Thos. H. Hubbard, J. C. Stubbs, J. Kruttschnitt; treasurer, N. T. Smith; secretary, E. C. Wright; genl. manager, J. Kruttschnitt.

Central Pacific Railroad Company.

Year 1899.—Directors: Isaac L. Requa, John C. Kirkpatrick, George F. Schwarz, Charles F. Hunt, George R. Burdick, Eugene C. McShane, Charles H. Trollet. Officers: President, Isaac L. Requa; vice president, ———; treasurer, John C. Kirkpatrick; controller and secretary, Wm. M. Thompson.

Southern Pacific Railroad Company.

Year 1899.—Directors: C. P. Huntington, H. E. Huntington, George Crocker, Thos. H. Hubbard, Russell J. Wilson, Chas. G. Lathrop, N. T. Smith, C. E. Green, F. S. Douty. Officers: President, C. P. Huntington; vice president, George Crocker; 2nd vice president, Thos. H. Hubbard; treasurer, N. T. Smith; secretary, J. L. Willcutt.

280

Southern Pacific Company.

Year 1900 (April 4).—Directors: H. E. Huntington, C. P. Huntington, Thos. H. Hubbard, D. O. Mills, J. D. Probst, J. B. Haggin, J. W. Mackay, E. F. Searles, A. Belmont, C. H. Tweed, E. Hawley. Officers: President, C. P. Huntington; vice presidents, H. E. Huntington, Thos. H. Hubbard, J. C. Stubbs, J. Kruttschnitt; treasurer, N. T. Smith; secretary, E. C. Wright; genl. manager, J. Kruttschnitt. Executive committee: C. P. Huntington, E. Hawley, D. O. Mills, J. D. Probst, Chas. H. Tweed.

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Central Pacific Railway Company.

Year 1900.—Directors: H. E. Huntington, Thomas Marshall, D. B. Hempstead, Isaac L. Requa, John F. Merrill, Sidney M. Smith, Chas. H. Tweed, J. C. Kirkpatrick, Homer S. King. Officers: President, Isaac L. Requa; vice president, Chas. H. Tweed; treasurer, N. T. Smith; secretary, J. L. Willcutt.

(NOTE.—Central Pacific Railroad Company, by deed of July 29, 1899, conveyed its railroad and properties to Central Pacific Railway Company.)

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Southern Pacific Railroad Company.

Year 1900.—Directors: H. E. Huntington, C. P. Huntington, Thos. H. Hubbard, J. L. Willcutt, I. W. Hollman, Jas. K. Wilson, A. Hayward, N. T. Smith, J. S. Slauson. Officers: President, C. P. Huntington; vice president, H. E. Huntington; treasurer, N. T. Smith; secretary, J. L. Willcutt.

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Southern Pacific Company.

Year 1901 (April 3).—Directors: H. E. Huntington, Chas. H. Tweed, Chas. M. Hays, E. H. Harriman, D. O. Mills, J. Speyer, W. S. Pierce, J. W. Mackay, J. Stillman, G. J. Gould, E. Hawley, J. H. Hyde, T. J. Coolidge, Jr., J. H. Schiff, O. H. Kahn. Officers: President, Charles M. Hays; vice presidents, H. E. Huntington, Chas. H. Tweed, J. C. Stubbs, J. Kruttschnitt; treasurer, N. T. Smith; secretary, A. Millar; genl. manager, J. Kruttschnitt; director of traffic, J. C. Stubbs. Executive committee: E. H. Harriman (chairman), G. J. Gould, E. Hawley, O. H. Kahn, Chas. H. Tweed, J. Speyer, J. H. Schiff, J. Stillman.

283

Central Pacific Railroad Company.

Year 1901.—Directors: H. E. Huntington, Chas. H. Tweed, Thomas Marshall, D. B. Hempstead, Isaac L. Requa, John F. Ma

Sidney M. Smith, John C. Kirkpatrick, H. S. King. Officers: President, Isaac L. Requa; vice president, Chas. H. Tweed; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Railroad Company.

Year 1901.—Directors: H. E. Huntington, Chas. M. Hays, I. W. Hellman, Jas. K. Wilson, A. Hayward, I. E. Gates, Thos. H. Hubbard, N. T. Smith, J. S. Slauson. Officers: President, Charles M. Hays; vice president, H. E. Huntington; 2nd vice president, I. E. Gates; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1902 (April 9).—Directors: E. H. Harriman, Chas. H. Tweed, H. E. Huntington, D. O. Mills, W. D. Cornish, J. Speyer, J. S. Pierce, J. W. Mackay, J. Stillman, G. J. Gould, E. Hawley, H. Hyde, T. J. Coolidge, Jr., J. H. Schiff, O. H. Kahn. Officers: President, E. H. Harriman; vice presidents, H. E. Huntington, Charles H. Tweed, J. C. Stubbs, J. Kruttschnitt; treasurer, N. T. Smith; secretary, A. Millar; genl. manager, J. Kruttschnitt; director of traffic, J. C. Stubbs. Executive committee: E. H. Harriman (chairman), G. L. Gould, E. Hawley, O. H. Kahn, Chas. H. Tweed, J. Stillman, J. Speyer, J. H. Schiff.

Central Pacific Railway Company.

Year 1902.—Directors: E. H. Harriman, Chas. H. Tweed, H. E. Huntington, W. H. Chevers, David R. Gray, David B. Hempstead, Thomas Marshall, J. S. Noble, Jonathan C. Royle. Officers: President, E. H. Harriman; vice president, Charles H. Tweed; 2nd vice president, J. Kruttschnitt; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Railroad Company.

Year 1902.—Directors: E. H. Harriman, Chas. H. Tweed, Alvinza Hayward, I. W. Hellman, Wm. F. Herrin, Homer S. King, J. Kruttschnitt, J. S. Slauson, N. T. Smith, J. L. Willcutt, Jas. K. Wilson. Officers: President, E. H. Harriman; vice president, Charles H. Tweed; 2nd vice president, J. Kruttschnitt, treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1903 (no election).—Directors (as in 1902): E. H. Harriman, H. E. Huntington, Chas. H. Tweed, D. O. Mills, W. D. Cornish.

nish, J. Speyer, W. S. Pierce, J. W. Mackay, J. Stillman, G. Gould, E. Hawley, J. H. Hyde, T. J. Coolidge, Jr., J. H. Schiff, O. H. Kahn. Officers: President, E. H. Harriman; vice president, H. E. Huntington, Chas. H. Tweed, J. C. Stubbs, J. Kruttschnitt; treasurer, N. T. Smith; secretary, A. Millar; genl. manager, J. Kruttschnitt; directors of traffic, J. C. Stubbs. Executive committee (as in 1902): E. H. Harriman (chairman), G. L. Gould, E. Hawley, O. H. Kahn, Chas. H. Tweed, J. Stillman, J. Speyer, J. H. Schiff.

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Central Pacific Railway Company.

Year 1903.—Directors: E. H. Harriman, H. E. Huntington, W. H. Cheevers, David R. Gray, David B. Hempstead, F. J. Kiesel, Thomas Marshall, J. S. Noble, Jonathan C. Royle. Officers: President, E. H. Harriman; vice president, J. Kruttschnitt; 2nd vice president, C. C. Tegethoff; treasurer, N. T. Smith; secretary, J. L. Willcutt.

290

Southern Pacific Railroad Company.

Year 1903.—Directors: E. H. Harriman, J. L. Willcutt, Jas. E. Wilson, Alvinza Hayward, I. W. Hellman, Wm. F. Herrin, Homer S. King, J. Kruttschnitt, J. S. Slauson, N. T. Smith, Wm. Sprong. Officers: President, E. H. Harriman; vice president, ———; 2nd vice president, J. Kruttschnitt; treasurer, N. T. Smith; secretary, J. L. Willcutt.

291

Southern Pacific Company.

Year 1904 (April 6).—Directors: E. H. Harriman, H. E. Huntington, E. Hawley, Chas. H. Tweed, J. H. Schiff, J. Speyer, D. O. Mills, M. Evarts, G. J. Gould, W. D. Cornish, J. Stillman, W. S. Pierce, A. K. Van Deventer, J. H. Hyde, O. H. Kahn. Officers: President, E. H. Harriman; vice presidents, H. E. Huntington, J. C. Stubbs, C. H. Markham, J. Kruttschnitt; treasurer, N. T. Smith; secretary, A. Millar; manager, C. H. Markham, director of traffic, J. C. Stubbs; directors of maintenance and operation, J. Kruttschnitt. Executive committee: E. H. Harriman (chairman), G. L. Gould, Chas. H. Tweed, J. Stillman, J. H. Schiff.

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Central Pacific Railway Company.

Year 1904.—Directors: E. H. Harriman, H. E. Huntington, Thomas Fitzgerald, David R. Gray, David B. Hempstead, F. J. Kiesel, Thomas Marshall, Jonathan C. Royle, W. R. Scott. Officers: President, E. H. Harriman; vice president, ———; 2nd vice president, C. C. Tegethoff; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Railroad Company.

Year 1904.—Directors: E. H. Harriman, F. K. Ainsworth, I. W. Hellman, W. F. Herrin, Homer S. King, C. H. Markham, J. S. Hanson, N. T. Smith, Wm. Sproule, J. L. Willcutt, Jas. K. Wilson. Officers: President, E. H. Harriman; vice president, ———; 2nd vice president, C. H. Markham; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1905 (April 5).—Directors: E. H. Harriman, H. E. Huntington, C. H. Mackay, Chas. H. Tweed, J. H. Schiff, J. Speyer, D. O. Mills, M. Hughitt, G. J. Gould, W. D. Cornish, J. Stillman, W. S. Force, D. Wilcox, J. H. Hyde, O. H. Kahn. Officers: President, E. H. Harriman; vice presidents, W. D. Cornish, J. C. Stubbs, E. E. Calvin, J. Kruttschnitt; treasurer, N. T. Smith; secretary, A. Millar; general manager, E. E. Calvin; director of traffic, J. C. Stubbs; director of maintenance and operation, J. Kruttschnitt. Executive committee: E. H. Harriman (chairman), G. L. Gould, Chas. H. Tweed, J. Stillman, M. L. Schiff.

Central Pacific Railway Company.

Year 1905.—Directors: E. H. Harriman, H. E. Huntington, Geo. M. Downey, Thomas Fitzgerald, David R. Gray, F. J. Kiesel, E. C. Hanson, Thomas Marshall, Jonathan C. Royle. Officers: President, E. H. Harriman; vice president, E. E. Calvin; 2nd vice president, R. C. Tegethoff; 3rd vice president and treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Railroad Company.

Year 1905.—Directors: E. H. Harriman, F. K. Ainsworth, E. E. Calvin, I. W. Hellman, Wm. F. Herrin, Homer S. King, J. S. Hanson, N. T. Smith, Wm. Sproule, J. L. Willcutt, Jas. K. Wilson. Officers: President, E. H. Harriman; vice president, ———; 2nd vice president, E. E. Calvin; treasurer, N. T. Smith; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1906 (April 4).—Directors: E. H. Harriman, H. E. Huntington, Wm. D. Cornish, C. H. Mackay, A. K. Van Deventer, R. S. Lovett, W. V. S. Thorne, D. O. Mills, H. Hughitt, H. W. de Forest, J. Stillman, O. Mills, D. Wilcox, M. Evarts, R. Goelet. Officers: President, E. H. Harriman; vice presidents, W. D. Cornish, J. C.

Stubbs, E. E. Calvin, J. Kruttschnitt; treasurer, N. T. Smith; secretary, A. Millar, genl. manager, E. E. Calvin; director of traffic, J. C. Stubbs; director of maintenance & operation, J. Kruttschnitt. Executive committee: E. H. Harriman (chairman), H. W. de Forest, R. S. Lovett, D. Wilcox, J. Stillman.

297 Central Pacific Railway Company.

Year 1906.—Directors: E. H. Harriman, H. E. Huntington, Geo. M. Downey, Thomas Fitzgerald, David R. Gray, F. J. Kiesel, E. C. Manson, Thomas Marshall, Jonathan C. Royle. Officers: President, E. H. Harriman; vice president, ———; 2nd vice president, C. C. Tegethoff; 3rd vice president and treasurer, N. T. Smith; secretary, J. L. Willcutt.

298 Southern Pacific Railroad Company.

Year 1906.—Directors: Wm. D. Cornish, M. K. Ainsworth, E. E. Calvin, I. W. Hellman, Wm. F. Herrin, Wm. Hood, Homer S. King, N. T. Smith, Wm. Sproule, J. L. Willcutt, Jas. K. Wilson. Officers: President, Wm. D. Cornish; vice president, E. E. Calvin; 2nd vice president, N. T. Smith; treasurer, N. T. Smith; secretary, J. L. Willcutt.

299 Southern Pacific Company.

Year 1907 (April 3).—Directors: E. H. Harriman, H. E. Huntington, Wm. D. Cornish, C. H. Mackay, A. K. Van Deventer, R. S. Lovett, W. V. S. Thorne, D. O. Mills, M. Hughitt, H. W. de Forest, J. Stillman, O. Mills, D. Willcox, M. Evarts, R. Goellet. Officers: President, E. H. Harriman; vice presidents, Wm. D. Cornish, J. C. Stubbs, E. E. Calvin, J. Kruttschnitt; treasurer, A. K. Van Deventer; secretary, A. Millar; genl. manager, E. E. Calvin; director of traffic, J. C. Stubbs; director of maintenance & operation, J. Kruttschnitt. Executive committee: E. H. Harriman (chairman), H. W. de Forest, R. S. Lovett, D. Willcox, J. Stillman.

300 Central Pacific Railway Company.

Year 1907.—Directors: E. H. Harriman, H. E. Huntington, W. I. Bancroft, Geo. M. Downey, Thomas Fitzgerald, David R. Gray, F. J. Kiesel, E. C. Manson, Jonathan C. Royle. Officers: President, E. H. Harriman; vice president, E. E. Calvin; 2nd vice president, C. C. Tegethoff; 3rd vice president, C. H. Reddington; treasurer, A. K. Van Deventer; secretary, J. L. Willcutt.

Southern Pacific Railroad Company.

Year 1907.—Directors: Wm. D. Cornish, F. K. Ainsworth, E. E. Calvin, I. W. Hellman, Wm. F. Herrin, Wm. Hood, H. A. Jones, Homer S. King, C. H. Redington, J. L. Willcutt, Jas. K. Wilson. Officers: President, Wm. D. Cornish; vice president, E. E. Calvin; 1st vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1908 (April 8).—Directors: E. H. Harriman, H. E. Huntington, Wm. D. Cornish, C. H. Mackay, A. K. Van Deventer, R. S. Lovett, W. V. S. Thorne, Wm. Mahl, M. Hughitt, H. W. de Forest, J. A. Vanderlip, O. Mills, W. S. Cutting, M. Evarts, R. Goelet. Officers: President, E. H. Harriman; vice presidents, Wm. D. Cornish, J. C. Stubbs, E. E. Calvin, J. Kruttschnitt; treasurer, A. K. Van Deventer; secretary, A. Millar; director of traffic, J. C. Stubbs; gen. manager, E. E. Calvin; director of maintenance and operation, J. Kruttschnitt. Executive committee: E. H. Harriman (chairman), H. W. de Forest, R. S. Lovett, O. Mills, F. A. Vanderlip.

Central Pacific Railway Company.

Year 1908.—Directors: E. H. Harriman, H. E. Huntington, W. H. Hancock, Thomas Fitzgerald, David R. Gray, F. J. Kiesel, E. C. Hanson, Jonathan C. Royle, P. L. Williams. Officers: President, E. H. Harriman; vice president, E. E. Calvin; 2nd vice president, C. C. Tegethoff; 3rd vice president, ———; treasurer, A. K. Van Deventer; secretary, J. L. Willcutt.

Southern Pacific Railroad Company.

Year 1908.—Directors: Wm. D. Cornish, F. K. Ainsworth, E. E. Calvin, I. W. Hellman, Wm. F. Herrin, Wm. Hood, H. A. Jones, Homer S. King, C. H. Redington, J. L. Willcutt, Jas. K. Wilson. Officers: President, Wm. D. Cornish; vice president, E. E. Calvin; 1st vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, J. L. Willcutt.

Southern Pacific Company.

Year 1909 (April 7).—Directors: R. S. Lovett, E. H. Harriman, H. E. Huntington, R. W. Goelet, C. H. Mackay, A. K. Van Deventer, W. V. S. Thorne, Wm. Mahl, M. Hughitt, H. W. de Forest, F. A.

Vanderlip, O. Mills, W. B. Cutting, C. A. Peabody, R. Goelet. Officers: President, E. H. Harriman; vice presidents, R. S. Lovett, J. C. Stubbs, E. E. Calvin, J. Kruttschnitt; treasurer, A. K. Van Deventer, secretary, A. Millar; genl. manager, E. E. Calvin; director of traffic, J. C. Stubbs; director of maintenance and operation, J. Kruttschnitt. Executive committee: E. H. Harriman (chairman), H. W. de Forest, R. S. Lovett, O. Mills, F. A. Vanderlip.

306

Central Pacific Railway Company.

Year 1909.—Directors: R. S. Lovett, E. E. Calvin, Wm. F. Herrin, Wm. Hood, C. H. Redington, W. R. Scott, W. H. Bancroft, G. L. King, Paul Shoup. Officers: President, R. S. Lovett; vice president, E. E. Calvin; 2nd vice president, C. C. Tegethoff; 3rd vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King.

307

Southern Pacific Railroad Company.

Year 1909.—Directors: R. S. Lovett, E. E. Calvin, Wm. F. Herrin, Wm. Hood, C. H. Redington, W. R. Scott, F. K. Ainsworth, I. W. Hellman, H. A. Jones, Homer S. King, Jas. K. Wilson. Officers: President, R. S. Lovett; vice president, E. E. Calvin; 2nd vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King.

308

Southern Pacific Company.

Year, 1910 (April 6).—Directors: R. S. Lovett, O. H. Kahn, H. K. Huntington, R. W. Goelet, C. H. Mackay, W. Rockefeller, W. V. S. Thorne, M. L. Schiff, M. Hughitt, H. W. de Forest, F. A. Vanderlip, O. Mills, W. B. Cutting, C. A. Peabody, R. Goelet. Officers: President, R. S. Lovett; vice presidents, Wm. F. Herrin, J. C. Stubbs, E. E. Calvin, J. Kruttschnitt, Wm. Mahl, E. O. McCormick; treasurer, A. K. Van Deventer; secretary, A. Millar; genl. manager, E. E. Calvin; director of traffic, J. C. Stubbs; director of maintenance and operation, J. Kruttschnitt. Executive committee: R. S. Lovett (chairman), O. H. Kahn, H. W. de Forest, O. Mills, F. A. Vanderlip, W. Rockefeller, M. L. Schiff.

309

Central Pacific Railway Company.

Year, 1910.—Directors: R. S. Lovett, Wm. F. Herrin, Wm. Hood, C. H. Redington, W. R. Scott, E. E. Calvin, W. H. Bancroft, G. L. King, Paul Shoup. Officers: President, R. S. Lovett; vice president,

F. Herrin; vice president, E. E. Calvin; 2nd vice president, Wm. Mahl; 3rd vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King.

Southern Pacific Railroad Company.

Year, 1910.—Directors: R. S. Lovett, Wm. F. Herrin, Wm. Hood, C. H. Redington, W. R. Scott, E. E. Calvin, I. W. Hellman, Wm. Mahl, Jas. K. Wilson, F. K. Ainsworth, H. A. Jones. Officers: President, R. S. Lovett; vice president, Wm. F. Herrin; 2nd vice president, E. E. Calvin; 3rd vice president, E. O. McCormick; 4th vice president & comptroller, Wm. Mahl; 5th vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King; auditor, A. D. McDonald; chief engineer, Wm. Hood.

Southern Pacific Company.

Year 1911 (April 5).—Directors: R. S. Lovett, O. H. Kahn, H. E. Redington, R. W. Goelet, C. H. Mackay, W. Rockefeller, W. V. S. Thorne, M. L. Schiff, M. Hughitt, H. W. de Forest, F. A. Vanderlip, O. Mills, W. B. Cutting, C. A. Peabody, R. Goelet. Officers: President, R. S. Lovett; vice presidents, Wm. F. Herrin, E. E. Calvin, J. Kruttschnitt, Wm. Mahl, E. O. McCormick; treasurer, A. K. Van Deventer; secretary, A. Millar; genl. manager, E. E. Calvin; director of traffic, J. C. Stubbs; director of maintenance and operation, J. Kruttschnitt. Executive committee: R. S. Lovett (chairman), O. H. Kahn, H. W. de Forest, O. Mills, F. A. Vanderlip, W. Rockefeller, M. L. Schiff.

Central Pacific Railway Company.

Year 1911.—Directors: R. S. Lovett, E. E. Calvin, Wm. F. Herrin, Wm. Hood, E. O. McCormick, C. H. Redington, W. R. Scott, W. H. Crockett, G. L. King. Officers: President, R. S. Lovett; vice president, Wm. F. Herrin; vice president, E. E. Calvin; vice president, E. O. McCormick; 2nd vice president, Wm. Mahl; 3rd vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King.

Southern Pacific Railroad Company.

Year 1911.—Directors: R. S. Lovett, E. E. Calvin, Wm. F. Herrin, Wm. Hood, E. O. McCormick, C. H. Redington, W. R. Scott, F. K. Ainsworth, I. W. Hellman, J. K. Wilson, Wm. Mahl. Officers: President, R. S. Lovett; vice president, Wm. F. Herrin; 2nd vice

president, E. E. Calvin; 3rd vice president, E. O. McCormick; 4th vice president, Wm. Mahl; 5th vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King; auditor, A. D. McDonald; chief engineer, Wm. Hood.

314

Southern Pacific Company.

Year 1912 (April 3).—Directors: Wm. Sproule, R. S. Lovett, O. H. Kahn, H. E. Huntington, R. W. Goelet, J. Kruttschnitt, W. Rockefeller, L. J. Spence, M. L. Schiff, M. Hughitt, B. W. de Forest, F. A. Vanderlip, O. Mills, C. A. Peabody, R. Goelet. Officers: President, Wm. Sproule; vice presidents, Wm. F. Herrin, E. E. Calvin, J. Kruttschnitt, Wm. Mahl, E. O. McCormick; treasurer, A. K. Van Deventer; secretary, A. Millar; genl. manager, E. E. Calvin; director of traffic, L. J. Spence; director of maintenance and operation, J. Kruttschnitt. Executive committee: R. S. Lovett (chairman), O. H. Kahn, H. W. de Forest, O. Mills, F. A. Vanderlip, W. Rockefeller, M. L. Schiff.

315

Central Pacific Railway Company.

Year 1912.—Directors. R. S. Lovett, E. E. Calvin, Wm. F. Herrin, Wm. Hood, E. O. McCormick, C. H. Redington, W. R. Scott, W. H. Bancroft, G. L. King. Officers: President, Wm. F. Herrin; vice president, E. E. Calvin; vice president, E. O. McCormick; 2nd vice president, Wm. Mahl; 3rd vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King; chief engineer, Wm. Hood; auditor, A. D. McDonald.

316

Southern Pacific Railroad Company.

Year 1912.—Directors: Wm. Sproule, E. E. Calvin, Wm. F. Herrin, Wm. Hood, E. O. McCormick, C. H. Redington, W. R. Scott, B. A. McAllaster, A. D. McDonald, Wm. Mahl, F. K. Ainsworth. Officers: President, Wm. Sproule; vice president, Wm. F. Herrin; 2nd vice president, E. E. Calvin; 3rd vice president, E. O. McCormick; 4th vice president & controller, Wm. Mahl; 5th vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King; chief engineer, Wm. Hood; auditor, A. D. McDonald.

317

Southern Pacific Company.

Year 1913 (April 9).—Directors: Wm. Sproule, L. F. Loree, C. N. Bliss, H. E. Huntington, W. P. Bliss, J. Kruttschnitt, J. N. Wallace, L. J. Spence, J. N. Jarvis, C. W. Harkness, H. W. de Forest, E. P.

Central Pacific Railway Company.

Southern Pacific Railroad Company.

Southern Pacific Company.

Central Pacific Railway Company.

1914.—Directors: Wm. Sproule, Wm. F. Herrin, T. O. Ed-
Wm. Hood, G. L. King, E. O. McCormick, W. R. Scott, C. H.

Redington, T. F. Rowlands. Officers: President, Wm. F. Herrin; vice president, W. R. Scott; vice president, E. O. McCormick; 2nd vice president, A. D. McDonald; 3rd vice president, C. H. Redington; treasurer, A. K. Van Deventer; secretary, G. L. King; auditor, T. O. Edwards; chief engineer, Wm. Hood.

322

Southern Pacific Railroad Company.

Year 1914.—Directors: Wm. Sproule, Wm. F. Herrin, T. O. Edwards, Wm. Hood, G. L. King, E. O. McCormick, W. R. Scott, F. K. Ainsworth, C. S. Fee, G. W. Luce, A. D. McDonald. Officers: President, Wm. Sproule; vice president, Wm. F. Herrin; 2nd vice president, W. R. Scott; 3rd vice president, E. O. McCormick; 4th vice president & controller, A. D. McDonald; treasurer, A. K. Van Deventer; secretary, G. L. King; auditor, T. O. Edwards; chief engineer, Wm. Hood.

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PETITIONER'S EXHIBIT NO. 15, SEPTEMBER 21, 1914.

(Comprising extracts from photographic copies, certified by the Secretary of the Interior August 31, 1914, of annual reports filed by the Central Pacific Railroad Company from 1864 to 1877.)

(The list of stockholders contained in the copy of the annual report of the Central Pacific Railroad Company dated March 1, 1864, is as follows:)

J. W. Avery, Sacramento City, Cal.
 Jacob Arnold, Sacramento City, Cal.
 C. W. Adams, Sacramento City, Cal.
 J. J. Ayres, San Francisco, Cal.
 W. J. Adams, San Francisco, Cal.
 B. Brickell, Dutch Flat, Cal.
 E. J. Brickell, Dutch Flat, Cal.
 L. A. Booth, Sacramento City, Cal.
 E. L. Bradley & Co., Dutch Flat, Cal.
 F. Elliard Beans, Nevada City, Cal.
 Bowstead & Co., Sacramento City, Cal.
 N. W. Blanchard, Dutch Flat, Cal.
 W. C. Burnham, Sacramento City, Cal.

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B. Burt, Sacramento City, Cal.
 T. Bell, Sacramento City, Cal.
 Joseph Bruner, Sacramento City, Cal.
 Daniel Brown, Sacramento City, Cal.
 H. Bowman, Sacramento City, Cal.
 James Buhell, Sacramento City, Cal.
 E. Blum, Sacramento City, Cal.

Robert Beck, Sacramento City, Cal.
J. Bellmer & Co., Sacramento City, Cal.
Joseph Banquier, Sacramento City, Cal.
Charles Barnes, Sacramento City, Cal.
R. T. Brown, Sacramento City, Cal.
E. Burke, Mariposa, Cal.
H. W. Bragg & Co., Sacramento City, Cal.
Geo. A. Bassett.
M. D. Borrick, San Francisco, Cal.
Thomas Baker, Sacramento City, Cal.
J. G. Baker, Sacramento City, Cal.
E. P. Bancroft, "trustee," Boston, Mass.
C. D. Bates, Sacramento City, Cal.
Saml. Cross, Sacramento City, Cal.
Cornelius Cole, Sacramento City, Cal.
Charles Crocker, Sacramento City, Cal.
135 C. H. Cummings, Sacramento City, Cal.
J. H. Culver, Sacramento City, Cal.
C. I. Coffin, Sacramento City, Cal.
Mrs. Martha F. Cockran, Sacramento City, Cal.
Hiram Cook, Sacramento City, Cal.
H. Cronkite, Sacramento City, Cal.
A. Chevalier, San Francisco, Cal.
Marie Conrad, Sacramento City, Cal.
C. N. Converse, Sacramento City, Cal.
T. H. Cook, Sacramento City, Cal.
A. Coolot, Sacramento City, Cal.
H. S. Crocker, Sacramento City, Cal.
Wm. Cummings, Sacramento City, Cal.
D. N. Clark, Sacramento City, Cal.
B. R. Crocker, Sacramento City, Cal.
O. L. Chamberlain, Sutter Creek, Cal.
W. Coates, Sacramento City, Cal.
Chas. M. Chase, San Francisco, Cal.
John Conrad, Sacramento City, Cal.
C. Collins, Sacramento City, Cal.
E. B. Crocker, Sacramento City, Cal.
M. L. Drew, Sacramento City, Cal.
136 Geo. B. Dean, Sacramento City, Cal.
J. A. Duffy, Sacramento City, Cal.
E. Davis, Sacramento City, Cal.
W. Dreher, Sacramento City, Cal.
D. K. Drew, Sacramento City, Cal.
M. L. Drew & Co., Sacramento City, Cal.
M. J. Douglass, Sacramento City, Cal.

Alphonsino Dumant, San Francisco, Cal.

W. G. English, Sacramento City, Cal.

J. R. Evans, Sacramento City, Cal.

C. F. Ebner, Sacramento City, Cal.

A. Egel, Sacramento City, Cal.

D. W. Earl, Sacramento City, Cal.

W. L. Everett, Sacramento City, Cal.

Thos. W. Findley, Grass Valley, Cal.

J. F. H. Forbes, Sacramento City, Cal.

Fredericks & Krebs, Sacramento City, Cal.

W. R. S. Foye, Sacramento City, Cal.

P. Franklin, Sacramento City, Cal.

M. Fitzpatrick, Sacramento City, Cal.

J. S. Floberg, Sacramento City, Cal.

Friend & Terry, Sacramento City, Cal.

327 Jos. F. Frey, Sacramento City, Cal.

L. H. Foote, Sacramento City, Cal.

J. W. Forney, Sacramento City, Cal.

Walter H. French, Virginia City, N. T.

Peter B. Forster, San Francisco, Cal.

John Gillig, Sacramento City, Cal.

Robt. Gardiner, Knights Landing, Cal.

Albert Allatin, Sacramento City, Cal.

A. S. Grunlaw, Sacramento City, Cal.

Gustav Gotthold, Sacramento City, Cal.

Eugene Gaxoet, Sacramento City, Cal.

B. Gosener, Sacramento City, Cal.

Wm. Greenbaum, Sacramento City, Cal.

Christian, Gruhler, Sacramento City, Cal.

Elias Gruhler, Sacramento City, Cal.

J. Gruhler, Sacramento City, Cal.

C. H. Grimm, Sacramento City, Cal.

Godchaux Bros. & Co., Sacramento City, Cal.

Mrs. C. C. Glidden, Boston, Mass.

Ira Goodman.

C. G. Hooker, Sacramento City, Cal.

Mark Hopkins, Sacramento City, Cal.

328 C. P. Huntington, Sacramento City, Cal.

W. H. Hill, Sacramento City, Cal.

J. S. Harbison, Sacramento City, Cal.

Miss A. E. Hurley, Sacramento City, Cal.

G. F. Hartman, Sacramento City, Cal.

J. Hector, Sacramento City, Cal.

A. Heilbron & Bros., Sacramento City, Cal.

W. B. Hunt for Eugene Hunt, Sacramento City, Cal.

Mrs. E. E. Glidden, Boston, Mass.
H. T. Holmes, Sacramento City, Cal.
Wm. Henkel, Sacramento City, Cal.
Chas. Heinrich, Sacramento City, Cal.
A. K. P. Harmon, Sacramento City, Cal.
Jacob Heppe, Sacramento City, Cal.
W. H. Hill for Jane E. Hill, Sacramento City, Cal.
W. H. Hill for Isabella M. Hill, Sacramento City, Cal.
E. Holmes, Sacramento City, Cal.
Hull & Lohman, Sacramento City, Cal.
August Heisch, Sacramento City, Cal.
Geo. Hepburn, Sacramento City, Cal.
Jared Irwin, Sacramento City, Cal.
Saml. Jelly, Sacramento City, Cal.
299 M. M. Jacobs, Sacramento City, Cal.
Peter Johnson, Sacramento City, Cal.
C. C. Jenks, Sacramento City, Cal.
Elias Jacobs, Sacramento City, Cal.
Enoch Jacobs, Sacramento City, Cal.
T. D. Judah, Sacramento City, Cal.
Joel Johnson, Sacramento City, Cal.
Kelly Mott & Co., Sacramento City, Cal.
W. F. Knox, Sacramento City, Cal.
Klink & Martfield, Sacramento City, Cal.
H. Kohler, Sacramento City, Cal.
J. B. Kohler, Sacramento City, Cal.
L. Krambach, Sacramento City, Cal.
Edward Kraus, Sacramento City, Cal.
E. Kimball, Sacramento City, Cal.
Frank Keller, Sacramento City, Cal.
David Kendall, Sacramento City, Cal.
Tobias Kandell, Sacramento City, Cal.
C. Kellmer, Dutch Flat, Cal.
E. C. Kemble.
Lord Holbrook & Co., Sacramento City, Cal.
W. Lontzenheiser, Grass Valley, Cal.
300 H. K. Lindsay, Cosumis, Cal.
H. W. Larkin, Sacramento City, Cal.
E. J. Loomis, Sacramento City, Cal.
M. Littleton, Sacramento City, Cal.
Isaac Lewis, Sacramento City, Cal.
C. B. Linton, Sacramento City, Cal.
Lyon & Son, Sacramento City, Cal.
Locke & Lavinson, Sacramento City, Cal.
A. Lecompt, Sacramento City, Cal.

- Geo. I. Lytle, Sacramento City, Cal.
Christopher Lages, Sacramento City, Cal.
T. M. Lindley, Sacramento City, Cal.
J. D. Lord, Sacramento City, Cal.
Chas. Sutter, Sacramento City, Cal.
C. A. Lambard, Boston, Mass.
P. Lynch, Forest Hill, Cal.
John A. Lowery, Sacramento City, Cal.
Charles Marsh, Mead City, Cal.
John F. Morse, Sacramento City, Cal.
B. F. Moore, Dutch Flat, Cal.
E. McLaughlin, Grass Valley, Cal.
J. T. Mathewson, Dutch Flat, Cal.
James McGuire, Sacramento City, Cal.
331 F. Mier, Sacramento City, Cal.
Conrad Myer, Sacramento City, Cal.
T. H. Muhlenfels, Sacramento City, Cal.
Saml. Mosier, Sacramento City, Cal.
John Meister, Sacramento City, Cal.
W. W. Marvin, Sacramento City, Cal.
John McNeil, Sacramento City, Cal.
R. H. McDonald, Sacramento City, Cal.
A. Menke, Sacramento City, Cal.
H. Meyers, Sacramento City, Cal.
E. B. Mott, Jr., Sacramento City, Cal.
Geo. R. Moore, Sacramento City, Cal.
P. F. Mangan, Sacramento City, Cal.
D. Z. Moore, Sacramento City, Cal.
D. O. Mills & Co., bank in Sacramento City, Cal.
E. H. Miller, Jr., Sacramento City, Cal.
James McClatchey, Sacramento Bee, Sacramento City, Cal.
D. W. Mahon.
Drury Maloni, Sacramento City, Cal.
N. S. Nichols, Sacramento City, Cal.
A. Newbaur & Co., Sacramento City, Cal.
Leonard Newburg, Sacramento City, Cal.
James O. Neil, Sacramento City, Cal.
332 Ira Oatman, Sacramento City, Cal.
Geo. Ochs, Sacramento City, Cal.
F. Oettl, Sacramento City, Cal.
J. I. Pond, Sacramento City, Cal.
T. J. Pike, Sacramento City, Cal.
Placer County, Cal.
John C. Parks, Dutch Flat, Cal.
Arch C. Powell, Syracuse, N. Y.

- P. H. Russell, Sacramento City, Cal.
C. Rice, Iowa Hill, Cal.
Thomas Ross, Sacramento City, Cal.
G. Renaud, Sacramento City, Cal.
John Ryan, Sacramento City, Cal.
W. B. & B. F. Ready, Sacramento City, Cal.
Frank C. Ross, Sacramento City, Cal.
S. B. Robbins, Sacramento City, Cal.
Martin Ransich, Sacramento City, Cal.
J. W. Reeves, Sacramento City, Cal.
B. B. Redding, Sacramento City, Cal.
H. B. Rice, Sacramento City, Cal.
Geo. Rowland, Sacramento City, Cal.
Wm. M. Ratcliffe, Sacramento City, Cal.
Rippon & Hill, Sacramento City, Cal.
J. P. Charvierre Rond, San Francisco, Cal.
John E. Robinson.
P. Ryan.
D. M. Strong, Dutch Flat, Cal.
E. Stockton, Folsom, Cal.
A. A. Sargent, Nevada, Cal.
E. W. Smith, Grass Valley, Cal.
Leland Stanford, Sacramento City, Cal.
J. A. Seaman, Sacramento City, Cal.
John Smith, Sacramento City, Cal.
Philipp Scheld, Sacramento Bank, Sacramento City, Cal.
T. W. Strowbridge, Sacramento City, Cal.
Mary Scott, Sacramento City, Cal.
E. Soule, Sacramento City, Cal.
Louis Schafer, Sacramento City, Cal.
Charles Sellinger, Sacramento City, Cal.
John Shade, Sacramento City, Cal.
P. Stanton, Sacramento City, Cal.
Joseph Stevens, Sacramento City, Cal.
H. Schroeder, Sacramento City, Cal.
S. H. Schroer, Sacramento City, Cal.
C. Stremming, Sacramento City, Cal.
J. Strutz, Sacramento City, Cal.
Geo. W. Stewart, Sacramento City, Cal.
Lee Stanley, Sacramento City, Cal.
W. R. Strong, Sacramento City, Cal.
Geo. Schmeiser, Sacramento City, Cal.
Wm. H. Spaulding, Sacramento City, Cal.
Geo. H. Swinerton, Sacramento City, Cal.
Thos. K. Stewart, Sacramento City, Cal.

Robert Seiger, Sacramento City, Cal.
 A. P. Stanford, San Francisco, Cal.
 Jacob Shaw, San Francisco, Cal.
 Sacramento County.
 W. B. Shaw.
 E. B. Sturgeon.
 R. N. Sherman.
 S. D. Smith, Sacramento City, Cal.
 J. N. Turner, Nevada City, Cal.
 Henry Freichler, Sacramento City, Cal.
 S. Tryon, Sacramento City, Cal.
 H. Theilbahr, Sacramento City, Cal.
 Doris Theilbahr, Sacramento City, Cal.
 Turton, Knox & Ryan, Sacramento City, Cal.

- 335 L. Upson, Sacramento City, Cal.
 G. K. Van Heusen, Sacramento City, Cal.
 I. S. Van Winkle, Sacramento City, Cal.
 John Williams, Nevada City, Cal.
 E. G. Waite, Nevada City, Cal.
 D. W. Welty, in trust for Mrs. E. Baldwin, Sacramento City, Cal.
 O. C. Wheeler, Sacramento City, Cal.
 Julius Wetzlar, Sacramento City, Cal.
 J. C. Williams, Drytown, Cal.
 H. Wachhorst, Sacramento City, Cal.
 D. W. Whitmore, Sacramento City, Cal.
 C. T. Wheeler, Sacramento City, Cal.
 Conrad Weil, Sacramento City, Cal.
 D. W. Welty, Sacramento City, Cal.
 Mrs. E. L. M. Williams, Boston, Mass.
 D. K. Zumwalt, Sacramento City, Cal.
- 336 (The list of stockholders contained in the copy of the annual report of the Central Pacific Railroad Company for the year ending December 31st, 1864, is as follows:)

Names of stockholders and their residence.

Mark Hopkins, Sacramento, Cal.
 C. P. Huntington, Sacramento, Cal.
 Charles Marsh, Nevada, Cal.
 Leland Stanford, Sacramento, Cal.
 Charles Crocker, Sacramento, Cal.
 O. L. Chamberlain, Sutter Creek, Cal.
 John Gellig, Virginia City, Nev.
 Placer County, Cal.

C. A. Lambard, Boston, Mass.
S. D. Smith, Sacramento, Cal.
Turton, Knox & Ryan, Sacramento, Cal.
C. D. Bates, Sacramento, Cal.
Richard Franchot, Schenectada, Cal.
D. W. Strong, Doner Lake, Cal.
N. W. Blanchard, Dutch Flat, Cal.
C. Cole, Santa Cruz, Cal.
John F. Morse, San Francisco, Cal.
P. H. Russell, Sacramento, Cal.
N. L. Drew, Sacramento, Cal.
W. G. English, Sacramento, Cal.
C. G. Hooker, Sacramento, Cal.
Lord Holbrook & Co., Sacramento, Cal.
L. A. Booth, Virginia City, Nev.
E. J. Brickell, Illinoistown, Cal.
B. Brickell, Illinoistown, Cal.
B. F. Moore, Dutch Flat, Cal.
J. T. Mathewson, Dutch Flat, Cal.
Bradley & Trim, Dutch Flat, Cal.
E. G. Waite, Nevada, Cal.
John Williams, Nevada, Cal.
T. E. Beans, Nevada, Cal.
I. N. Turner, Nevada, Cal.
E. McLaughlin, Grass Valley, Cal.
W. Loutzenheiser, Grass Valley, Cal.
Samuel Crop, Sacramento, Cal.
D. O. Mills & Co., Sacramento, Cal.
Thos. Findley, Nevada, Cal.
Kelly, Mott & Co., Sacramento, Cal.
W. K. Lindsey, Sacramento, Cal.
Chas. Rice, Illinoistown, Cal.
A. A. Sargent, Nevada, Cal.
Edward Stockton, Folsom, Cal.
C. W. Smith, unknown.
Lauren Upson, San Francisco, Cal.
G. Renaud, Sacramento, Cal.
Thos. Ross, Sacramento, Cal.
E. S. Nichols, Sacramento, Cal.
J. H. Culver, Sacramento, Cal.
N. L. Drew & Co., Sacramento, Cal.
J. F. H. Forbes, Sacramento, Cal.
C. N. Cumings, Sacramento, Cal.
W. R. Strong, Sacramento, Cal.
N. L. Drew for D. K. Drew, Sacramento, Cal.

- J. W. Reeves, Sacramento, Cal.
Jared Irwin, Sacramento, Cal.
Chas. Van Heusen, Sacramento, Cal.
E. J. Van Heusen, Sacramento, Cal.
J. A. Seaman, Sacramento, Cal.
D. W. Welty, in trust for Mrs. Elvira Baldwin, Sacramento, Cal.
R. H. McDonalde, Sacramento, Cal.
W. H. Hill, Sacramento, Cal.
Mrs. O. C. Wheeler, Sacramento, Cal.
339 Melvina P. Wheeler, Sacramento, Cal.
O. C. Wheeler, Sacramento, Cal.
C. F. Wheeler, Sacramento, Cal.
H. T. Holmes, Sacramento, Cal.
D. Kendall, Sacramento, Cal.
J. F. Pike, Sacramento, Cal.
J. S. Harbison, Sacramento, Cal.
Jas. McGuire, Sacramento, Cal.
John Ryan, Sacramento, Cal.
Jas. O. Neil, Sacramento, Cal.
M. Littleton, Sacramento, Cal.
Wm. Turton, Sacramento, Cal.
Geo. Rowland, Sacramento, Cal.
W. N. Spaulding, Sacramento, Cal.
Jas. Bithell, Sacramento, Cal.
F. W. Strowbridge, Sacramento, Cal.
H. S. Crocker, Sacramento, Cal.
A. P. Harmon, Sacramento, Cal.
J. S. Van Winkle, Sacramento, Cal.
Robert Gardner, Knights Landing, Cal.
W. C. Burnham, Sacramento, Cal.
Albert Gallatin, Dayton, Nev.
Hiram Cook, Sacramento, Cal.
340 W. R. S. Foye, Sacramento, Cal.
Klink & Hartfield, Sacramento, Cal.
Geo. Hepburn, unknown.
D. W. Mahon, unknown.
Ira Goodman, unknown.
J. R. Robinson, unknown.
E. C. Kemble, unknown.
W. B. Shun, unknown.
R. N. Sherman, unknown.
C. B. Sturgeon, unknown.
Geo. A. Bassett, unknown.
J. W. Forney, unknown.

- J. A. Duffy, Sacramento, Cal.
John Smith, Sacramento, Cal.
Miss M. E. Hurley, Sacramento, Cal.
Jacob Gruhler, Sacramento, Cal.
H. Kohler, Sacramento, Cal.
J. D. Lord, Sacramento, Cal.
R. Burt, Sacramento, Cal.
P. Scheld, Sacramento, Cal.
E. Holmes, Sacramento, Cal.
Hill & Lohman, Sacramento, Cal.
141 Ira E. Oatman, Sacramento, Cal.
E. B. Mott, jr., Sacramento, Cal.
H. W. Larkin, Sacramento, Cal.
D. W. Earl, Sacramento, Cal.
W. M. Ratcliff, Sacramento, Cal.
H. Truchler, Sacramento, Cal.
Martha F. Cochran, Sacramento, Cal.
W. B. & B. F. Ready, Sacramento, Cal.
Frank C. Ross, Sacramento, Cal.
J. S. Pond, Sacramento, Cal.
Saml. Jelly, Sacramento, Cal.
N. M. Jacobs, Sacramento, Cal.
Geo. R. Moore, Sacramento, Cal.
F. Mier, Sacramento, Cal.
Locke & Lavinson, Sacramento, Cal.
G. H. Swinerton, Sacramento, Cal.
E. J. Loomis, Sacramento, Cal.
Mary Scott, Sacramento, Cal.
A. S. Greenlaw, Sacramento, Cal.
Friend & Terry, Sacramento, Cal.
E. Soule, Sacramento, Cal.
S. Tryon, Sacramento, Cal.
H. Cronkite, Sacramento, Cal.
142 Wm. Cummings, Sacramento, Cal.
W. L. Everett, Sacramento, Cal.
Wm. Greenbaum, Sacramento, Cal.
Joseph Bronner, Sacramento, Cal.
John Schade, Sacramento, Cal.
Robert Beck, Sacramento, Cal.
C. H. Converse, Sacramento, Cal.
J. Wetzlar, Sacramento, Cal.
E. Kraus, Sacramento, Cal.
G. Gotthold, Sacramento, Cal.
P. Franklin, Sacramento, Cal.

- J. B. Keohl, Sacramento, Cal.
J. Strutz, Sacramento, Cal.
A. Newbaur, Sacramento, Cal.
C. & F. Ebner, Sacramento, Cal.
Louis Schafer, Sacramento, Cal.
E. Davis, Sacramento, Cal.
G. T. Hartman, Sacramento, Cal.
F. Bell, Sacramento, Cal.
C. Myer, Sacramento, Cal.
F. Muhlenfels, Sacramento, Cal.
Charles Sutter, Sacramento, Cal.
 John Conrade, Sacramento, Cal.
343 Marie Conrade, Sacramento, Cal.
 L. Kranbach, Sacramento, Cal.
Eugene Gaxoet, Sacramento, Cal.
F. Chevalier, San Francisco, Cal.
Charles Sellinger, Sacramento, Cal.
J. Hector, Sacramento, Cal.
D. W. Clark, Sacramento, Cal.
G. Schmeiser, Sacramento, Cal.
C. H. Grimm, Sacramento, Cal.
Wm. Henkel, Sacramento, Cal.
P. F. Mangan, Sacramento, Cal.
R. T. Brown, Sacramento, Cal.
Frank Keller, Sacramento, Cal.
Daniel Brown, Sacramento, Cal.
Geo. Ochs, Sacramento, Cal.
John Meister, Sacramento, Cal.
Samuel Mosier, Sacramento, Cal.
S. B. Robbins, Sacramento, Cal.
Sarah E. Avery, Sacramento, Cal.
Melissa Avery, Sacramento, Cal.
Ch. Gruhler, Sacramento, Cal.
Elias Gruhler, Sacramento, Cal.
 W. W. Marvin, Sacramento, Cal.
344 P. Stanton, Sacramento, Cal.
 J. Stevens, Sacramento, Cal.
Aug. Hersch, Sacramento, Cal.
D. Z. Moore, Sacramento, Cal.
John McNeil, Sacramento, Cal.
C. B. Linton, Sacramento, Cal.
J. G. McNeil, Sacramento, Cal.
A. Heilbron & Bro., Sacramento, Cal.
D. K. Zumwalt, Sacramento, Cal.
Peter Johnson, Sacramento, Cal.

T. H. Cook, Sacramento, Cal.
E. Kimball, Sacramento, Cal.
Martin Ransich, Sacramento, Cal.
Michael Lecompt, Sacramento, Cal.
A. Coolot, Sacramento, Cal.
G. W. Stewart, Sacramento, Cal.
S. H. Schwer, Sacramento, Cal.
A. Egl, Sacramento, Cal.
Joseph Bellmer & Co., Sacramento, Cal.
Chas. Heinrich, Sacramento, Cal.
W. J. Douglas, Sacramento, Cal.
Lee Stanley, Sacramento, Cal.
 Jos. Bamquir, Sacramento, Cal.
 Chas. Barnes, Sacramento, Cal.
 Elias Jacobs, Sacramento, Cal.
H. Wachhorst, Sacramento, Cal.
E. B. Crocker, Sacramento, Cal.
Ida Bowman, Sacramento, Cal.
W. J. Bowman, Sacramento, Cal.
H. Schroeder, Sacramento, Cal.
B. Gossner, Sacramento, Cal.
Jacob Heppe, Sacramento, Cal.
B. B. Redding, Sacramento, Cal.
H. B. Rice, Sacramento, Cal.
B. R. Crocker, Sacramento, Cal.
E. Blum, Sacramento, Cal.
Wm. Drecher, Sacramento, Cal.
F. Oetli, Sacramento, Cal.
J. B. Floberg, Sacramento, Cal.
H. Meyers, Sacramento, Cal.
Jacob Arnold, Sacramento, Cal.
C. W. Adams, Sacramento, Cal.
H. Thelbahr, Sacramento, Cal.
Dores Thelbahr, Sacramento, Cal.
Tobias Keadell, Sacramento, Cal.
 Lyon & Son, Sacramento, Cal.
 J. Domingos, Sacramento, Cal.
 Rippon & Hill, Sacramento, Cal.
Geo. J. Lytle, Sacramento, Cal.
Eugene Hunt for W. B. Hunt, Sacramento, Cal.
Wm. Fitzpatrick, Sacramento, Cal.
J. C. Williams, Drytown, Cal.
C. C. Jenks, Sacramento, Cal.
James E. Hill, Sacramento, Cal.

Isabella M. Neill, Sacramento, Cal.
Enoch Jacobs, Sacramento, Cal.
E. Burke, Mariposa, Cal.
C. Neil, Sacramento, Cal.
R. Sieger, Sacramento, Cal.
Leonard Newbourg, Sacramento, Cal.
C. Lages, Sacramento, Cal.
E. H. Miller, jr., Sacramento, Cal.
T. K. Stewart, Sacramento, Cal.
Godchaux Bros. & Co., Sacramento, Cal.
James McClatchy, Sacramento, Cal.
A. P. Stanford, San Francisco, Cal.
Jacob Shew, San Francisco, Cal.

J. P. C. Rond, San Francisco, Cal.

347 Sacramento County, Cal.

L. H. Foote, Sacramento, Cal.
D. W. Welty, Sacramento, Cal.
Jos. M. Frey, Sacramento, Cal.
D. W. Whitmore, Sacramento, Cal.
C. Stremming, Sacramento, Cal.
C. Kellmer, Dutch Flat, Cal.
Drury Melone, Sacramento, Cal.
John C. Parks, Sacramento, Cal.
Thos. Baker, Sacramento, Cal.
J. G. Baker, Sacramento, Cal.
C. M. Chase, Sacramento, Cal.
M. D. Bounk, Sacramento, Cal.
Walter H. French, Virginia City, Nev.
Joel Johnson, Sacramento, Cal.
Mrs. C. C. Glidden, Boston, Mass.
Mrs. E. L. M. Williams, Boston, Mass.
Mrs. E. M. Glidden, Boston, Mass.
Philip Lynch, Forest Hill, Cal.
J. J. Ayres, San Francisco, Cal.

Wm. Coates, Sacramento, Cal.

348 E. P. Bancroft, trustee, Boston, Mass.

Peter B. Forster, San Francisco, Cal.

W. J. Adams, San Francisco, Cal.

J. H. Herrick, in trust for Mary H. McCormick, Sacramento, Cal.

C. K. Dougherty, Sacramento, Cal.

Henry Dunn, Sacramento, Cal.

W. C. Gay, Sacramento, Cal.

S. Hussey, jr., Sacramento, Cal.

A. Dumant, San Francisco, Cal.
 F. Foster, Sacramento, Cal.
 Mason Manufacturing Co., Springfield, Mass.
 John Peasley, Sacramento, Cal.
 Georgiana Mary Dean, Sacramento, Cal.
 C. F. Kelink, Sacramento, Cal.
 Wm. Martfield, Sacramento, Cal.
 W. S. Watson, Sacramento, Cal.
 C. H. Krebs, Sacramento, Cal.
 Frank Reed Kimball, Sacramento, Cal.
 H. W. Bragg, Sacramento, Cal.
 Columbus Waterhouse, Sacramento, Cal.
 John W. Lester, New York, N. Y.
 Wm. Y. Patch, San Francisco, Cal.
 T. T. Davis, unknown.
 J. H. Husey, unknown.
 John Boyd, unknown.
 Geo. McDonald, unknown.
 Noah Brooks, unknown.
 C. Z. Sherman, unknown.
 Geo. T. M. Davis, New York, N. Y.
 Samuel Brannan, San Francisco, Cal.
 Wm. C. Lynde, Sacramento, Cal.
 H. G. Smith, Sacramento, Cal.

(The list of stockholders contained in the copy of the annual report for the Central Pacific Railroad Company for the year ending December 31, 1865, is as follows:)

Names of stockholders and residence.

Mark Hopkins, Sacramento, California.
 C. P. Huntington, Sacramento, California.
 Charles Marsh, Nevada, California.
 Leland Stanford, Sacramento, California.
 Charles Crocker, Sacramento, California.
 O. L. Chamberlain, Sutler Creek, California.
 John Gillig, Sacramento, California.
 County of Placer, State of California.
 C. A. Lambard, Boston, Mass.
 L. D. Smith, Sacramento, California.
 Turton, Knox & Ryan, Sacramento, California.
 C. D. Bates, Sacramento, California.
 Richard Franchot, unknown.
 C. P. Huntington, agt., Sacramento, California.
 W. Strong, Dutch Flat, California.

- N. W. Blanchard, Dutch Flat, California.
Cornelius Cole, Dutch Flat, California.
- 351 John F. Morse, San Francisco, California.
P. H. Russell, Sacramento, California.
- N. L. Drew, Sacramento, California.
W. G. English, Sacramento, California.
C. P. Hooker, San Francisco, California.
Lord Holbrook & Co., Sacramento, California.
L. A. Booth, Sacramento, California.
E. J. Brickell, Illinoistown, California.
B. Brickell, Illinoistown, California.
B. F. Moore, Dutch Flat, California.
J. F. Mathewson, Dutch Flat, California.
Brady and Trim, Dutch Flat, California.
E. G. Waite, Nevada, California.
John Williams, Nevada, California.
T. E. Beans, Nevada, California.
J. N. Turner, Nevada, California.
E. McLaughlin, Grass Valley, California.
W. Loutzheiser, Grass Valley, California.
Samuel Cross, Sacramento, California.
D. O. Mills and Co., Sacramento, California.
Thomas W. Findley, Grass Valley, California.
Kelly, Mott and Co., Sacramento, California.
- 352 T. M. Lindley, Sacramento, California.
W. K. Lindley, Sacramento, California.
- Charles Riel, Mineral Bar, California.
A. A. Sargent, Nevada, California.
Edward Stockton, Folsom, California.
C. W. Smith, Grass Valley, California.
Lauren Upson, San Francisco, California.
G. Renaud, Sacramento, California.
Thomas Ross, Sacramento, California.
N. L. Nichols, Sacramento, California.
J. H. Culver, Sacramento, California.
N. L. Drew and Co., Sacramento, California.
J. F. H. Forbes, Sacramento, California.
C. H. Cummings, Sacramento, California.
W. R. Strong, Sacramento, California.
N. L. Drew for D. H. Drew, Sacramento, California.
J. W. Reeves, Sacramento, California.
Jared Irwin, Sacramento, California.
Charles Van Heusen, Sacramento, California.
E. J. Van Heusen, Sacramento, California.
J. A. Seaman, Sacramento, California.

- D. W. Welty, in trust for Mrs. E. Baldwin, Sacramento, California.
- R. H. McDonald, Sacramento, California.
- Wilbur H. Hill, Sacramento, California.
- Mrs. C. C. Wheeler, Sacramento, California.
- Miss Melvina P. Wheeler, Sacramento, California.
- O. C. Wheeler, Jr., Sacramento, California.
- C. T. Wheeler, Sacramento, California.
- H. T. Holmes, Sacramento, California.
- David Kendall, Sacramento, California.
- J. T. Pike, Sacramento, California.
- J. S. Harbison, Sacramento, California.
- James McGuire, Sacramento, California.
- John Ryan, Sacramento, California.
- J. O. Neil, Sacramento, California.
- M. Littleton, Sacramento, California.
- Wm. Turton, Sacramento, California.
- Geo. Rowland, Sacramento, California.
- Wm. C. Spaulding, Sacramento, California.
- James Bethell, Sacramento, California.
- F. W. Strowbridge, Sacramento, California.
- N. S. Crocker, Sacramento, California.
- A. H. P. Nannon, Sacramento, California.
- J. S. Van Winkle, Sacramento, California.
- Robt. Gardiner, Knights Landing, Yolo Co., Cal'a.
- H. C. Burnham, Sacramento, California.
- Albert Gallatin, Dayton, Nevada.
- Hiram Cook, Sacramento, California.
- W. R. S. Foye, Sacramento, California.
- Kink and Hartfield, Sacramento, California.
- George Hepburn.
- D. W. Mahon.
- Ira Goodman.
- John L. Robinson.
- E. C. Kemble.
- W. B. Shaw.
- R. N. Sherman.
- E. B. Sturgeon.
- Geo. A. Bassett.
- J. W. Forney.
- J. A. Duffy, Sacramento, California.
- John Smith, Sacramento, California.
- Miss M. E. Hurley, Sacramento, California.
- Jacob Gruhler, Sacramento, California.
- H. Kohler, Sacramento, California.

J. D. Lord, Sacramento, California.
B. Burt, Sacramento, California.
Philip Scheld, Sacramento, California.
E. Holmes, Sacramento, California.
Hull and Lohman, Sacramento, California.
John E. Oatman, Sacramento, California.
E. B. Mott, Jr., Sacramento, California.
H. W. Larkin, Sacramento, California.
D. N. Earl, Sacramento, California.
W. M. Ratcliff, Sacramento, California.
Mrs. Martha T. Cochran, Sacramento, California.
W. B. and B. F. Ready, Sacramento, California.
Frank C. Russ, Sacramento, California.
J. S. Boyd, Sacramento, California.
Samuel Jelly, Sacramento, California.
N. M. Jacobs, Sacramento, California.
George R. Moore, Sacramento, California.
F. Mier, Sacramento, California.
Locke and Lavinson, Sacramento, California.
G. H. Swinerton, Sacramento, California.
E. J. Loomis, Sacramento, California.
356 Mary Scott, Sacramento, California.
N. L. Greenlaw, Sacramento, California.

Friend and Terry, Sacramento, California.
E. Soule, Sacramento, California.
S. Tryon, Sacramento, California.
C. Kronkite, Sacramento, California.
W. L. Everett, Sacramento, California.
Wm. Greenbaum, Sacramento, California.
Joseph Bronner, Sacramento, California.
John Schade, Sacramento, California.
Robert Beck, Sacramento, California.
C. N. Converse, Sacramento, California.
Julius Wetzlar, Sacramento, California.
Edward Kraus, Sacramento, California.
Gustav Gotthold, Sacramento, California.
P. Franklin, Sacramento, California.
P. B. Kohl, Sacramento, California.
Julius Strutz, Sacramento, California.
N. Newbaum, Sacramento, California.
C. and F. Ebner, Sacramento, California.
Louis Schaffer, Sacramento, California.
357 E. Davis, Sacramento, California.
G. T. Hartman, Sacramento, California.
F. Bell, Sacramento, California.

C. Meyer, Sacramento, California.
T. Mahlenfels, Sacramento, California.
Charles Sutter, Sacramento, California.
John Conrad, Sacramento, California.
Marie Conrad, Sacramento, California.
L. Krambach, Sacramento, California.
Engene Gaxoet, Sacramento, California.
F. Chevalier, Sacramento, California.
C. Sellinger, Sacramento, California.
J. Hector, Sacramento, California.
David W. Clark, Sacramento, California.
George Schmeiser, Sacramento, California.
C. H. Grimm, Sacramento, California.
Wm. Harkell, Sacramento, California.
P. F. Mangan, Sacramento, California.
R. T. Brown, Sacramento, California.
David Brown, Sacramento, California.
Geo. Ochs, Sacramento, California.
John Meister, Sacramento, California.
33 Samuel Nouer, Sacramento, California.
L. B. Robbins, Sacramento, California.
Sarah E. Avery, Sacramento, California.
Melissa Avery, Sacramento, California.
Christ Gruhler, Sacramento, California.
Elias Gruhler, Sacramento, California.
P. Stanton, Sacramento, California.
Joseph Stevens, Sacramento, California.
August Heish, Sacramento, California.
D. Z. Moore, Sacramento, California.
J. G. McNeil, Sacramento, California.
J. McNeil, Sacramento, California.
C. B. Linton, Sacramento, California.
A. Heilborn and Brother, Sacramento, California.
D. K. Zumwalt, Sacramento, California.
Peter Johnson, Sacramento, California.
T. H. Cook, Sacramento, California.
E. Kimball, Sacramento, California.
Martin Ransich, Sacramento, California.
Michael Lecompt, Sacramento, California.
A. Coolot, Sacramento, California.
George W. Stewart, Sacramento, California.
39 S. H. Sriver, Sacramento, California.
A. Egl, Sacramento, California.
John Bellmer and Co., Sacramento, California.
Charles Heinrich, Sacramento, California.

- W. J. Douglass, Sacramento, California.
Lee Stanley, Sacramento, California.
Joseph Banquier, Sacramento, California.
C. Barnes, Sacramento, California.
Elias Jacobs, Sacramento, California.
Herman Wachhorst, Sacramento, California.
E. B. Crocker, Sacramento, California.
Ida Bowman, Sacramento, California.
W. J. Bowman, Sacramento, California.
N. Schroeder, Sacramento, California.
B. Gossner, Sacramento, California.
Jacob Heppe, Sacramento, California.
B. B. Redding, Sacramento, California.
H. B. Rice, Sacramento, California.
B. R. Crocker, Sacramento, California.
E. Blum, Sacramento, California.
Wm. Drecher, Sacramento, California.
360 Franz Ottl, Sacramento, California.
J. P. Floberg, Sacramento, California.
H. Meyers, Sacramento, California.
Jacob Arnold, Sacramento, California.
H. Thielbaur, Sacramento, California.
Dores Thielbaur, Sacramento, California.
Tobias Keidell, Sacramento, California.
Lyon and Son, Sacramento, California.
J. Domingos, Sacramento, California.
Rippon and Hill, Sacramento, California.
George J. Lytle, Sacramento, California.
Eugene Hunt for W. B. Hunt, Sacramento, California.
Michael Fitzpatrick, Sacramento, California.
J. C. Williams, Drytown, Amador County, California.
C. C. Jenks, Sacramento, California.
James E. Hill, Sacramento, California.
Isabella M. Hill, Sacramento, California.
Enoch Jacobs, Sacramento, California.
Ethelbert Burke, San Francisco, California.
Conrad Wiel, Sacramento, California.
Robert Sieger, Sacramento, California.
361 Leonard Newbury, Sacramento, California.
C. Lages, Sacramento, California.
E. H. Miller, Jr., Sacramento, California.
Thomas K. Stewart, Sacramento, California.
Goodschau Brothers & Co., Sacramento, California.
A. P. Stanford, San Francisco, California.
Jacob Shew, San Francisco, California.

J. P. C. Bond, San Francisco, California.
County of Sacramento, California.
L. H. Foote, Sacramento, California.
D. W. Welty, Sacramento, California.
James M. Frey, Sacramento, California.
D. W. Whitmore, Sacramento, California.
C. Stremming, Sacramento, California.
John C. Parks, Dutch Flat, California.
Drury Malone, Sacramento, California.
Thomas Baker, Sacramento, California.
Charles M. Chase, San Francisco, California.
Marcus D. Boruck, San Francisco, California.
Walter H. French, Virginia City, Nevada.
Joel Johnson, Sacramento, California.
Miss C. C. Glidden, Boston, Mass.
Mrs. E. L. M. Williams, Boston, Mass.
Mrs. E. M. Glidden, Boston, Mass.
Philip Lynch, Forest Hill, California.
J. J. Ayers, San Francisco, California.
Wm. Coates, Sacramento, California.
E. P. Bancroft, trustee, Boston, Mass.
Peter B. Foster, San Francisco, California.
W. J. Adams, San Francisco, California.
James H. Herrick, in trust for Mary H. McCormick Barlow, Sacramento, California.
C. K. Daugherty, Sacramento, California.
Henry Dunn, Sacramento, California.
N. C. Gay, Sacramento, California.
Silas Hussey, Jr., Sacramento, California.
A. Dumont, San Francisco, California.
Foster, F., Sacramento, California.
Wason Manufacturing Company, Springfield, Mass.
John Pearly, Sacramento, California.
Georgianna Mary Dean, Sacramento, California.
G. F. Klink, Sacramento, California.
Wm. Martfield, Sacramento, California.
Wm. S. Watson, Sacramento, California.
C. H. Krebs, Sacramento, California.
Frank Reed Kimball, Boston, Mass.
H. W. Bragg, Sacramento, California.
Cornelius Waterhouse, Sacramento, California.
John W. Lester, New York.
W. Y. Patch, San Francisco, California.
F. T. Davis.
I. H. Heisey.

John Bond.

George McDonald.

Noah Brooks.

C. Z. Sherman.

George T. M. Davis, New York.

James Brannon, San Francisco, California.

J. M. Ripley, Sacramento, California.

Willard A. Seaton, Sacramento, California.

J. D. Russell.

Benjamin Reed, Boston, Mass.

S. Hooper & Co., Boston, Mass.

D. R. Hunt.

364 J. E. Parker, Sacramento, California.

N. W. North.

James Cambell, Sacramento, California.

George E. Barnes, San Francisco, California.

Henry Ames, Sacramento, California.

M. M. Estee, Sacramento, California.

J. B. Ogden.

John Hillhouse.

David Stewart.

William Paton, New York.

Thomas Paton, New York.

E. A. Shelton, New York.

L. B. Crocker, Oswego, New York.

Mrs. Ann E. Crocker, Oswego, New York.

Seth Babson, Sacramento, California.

Robert Robinson, Sacramento, California.

365 (The list of stockholders contained in the copy of the annual report of the Central Pacific Railroad Company for the year ending December 31st, 1866, is as follows:)

Names of stockholders and residence.

Avery, Sarah E., Sacramento, California.

Avery, Melissa, Sacramento, California.

Arnold, Jacob, Sacramento, California.

Ames, Henry, Sacramento, California.

Ayres, J. J., San Francisco, California.

Adams, William J., San Francisco, California.

Bates, O. D., Sacramento, California.

Booth, L. A., Sacramento, California.

Brickell, E. J., Illinoistown, California.

Brickell, B., Illinoistown, California.

Bradley & Trim, Dutch Flat, California.

Beas, T. E., Nevada, California.
Bibb, James, Sacramento, California.
Burnham, Wm. C., Sacramento, California.
Burt, B., Sacramento, California.
Brunner, Joseph, Sacramento, California.
Beck, Robert, Sacramento, California.
Bell, T., Sacramento, California.
Brown, R. T., Sacramento, California.
Brown, Daniel, Sacramento, California.
Belmer, John, & Co., Sacramento, California.
Banquier, Joseph, Sacramento, California.
Barnes, C., Sacramento, California.
Bowman, Ida, Sacramento, California.
Bowman, W. J., Sacramento, California.
Blum, E., Sacramento, California.
Baker, Thomas, Sacramento, California.
Bragg, H. W., Sacramento, California.
Babson, Seth, Sacramento, California.
Bassett, Geo. A., Sacramento.
Burke, Ethelbert, San Francisco, California.
Boruck, Marcus D., San Francisco, California.
Brannan, Samuel, San Francisco, California.
Barnes, Geo. E., San Francisco, California.
Barencamp, Mrs. E.
Barling, H. A., et als., trustees.
Baxter, John A.
Bacon, J. S.
Bement & Daugherty.
Boyd, John.
Brooks, Noah.
Bancroft, E. P., trustee, Boston, Mass.
Chamberlain, O. L., Sutter Creek, California.
County of Sacramento, California.
County of Placer, California.
Crocker, L. B., Oswego, New York.
Crocker, Mrs. Anna E., Oswego, New York.
Campbell, D. D., Schenectady, New York.
Chase, Charles M., San Francisco, Cal.
Cole, Cornelius, Cal.
Culver, James H., Sacramento, Cal.
Cummings, C. H., Sacramento, Cal.
Crocker, Charles, Sacramento, Cal.
Crocker, E. B., Sacramento, Cal.
Crocker, H. S., Sacramento, Cal.
Crocker, B. R., Sacramento, Cal.

Cook, Hiram, Sacramento, Cal.
Cochran, Mrs. M. T., Sacramento, Cal.
Converse, Chas. H., Sacramento, Cal.
Conrad, John, Sacramento, Cal.
Conrad, Maria, Sacramento, Cal.
Chevalier, F., Sacramento, Cal.

Clark, D. W., Sacramento, Cal.

368 Cook, T. H., Sacramento, California.

Coolot, A., Sacramento, California.

Campbell, James, Sacramento, California.

Coleman, W. P., Sacramento, California.

Cronkite, H., Sacramento, California.

Drew, N. L., Sacramento, California.

Drew, N. L., & Co., Sacramento, California.

Drew, D. K., Sacramento, California.

Duffy, James A., Sacramento, California.

Davis, E., Sacramento, California.

Douglass, W. J., Sacramento, California.

Dreher, Wm., Sacramento, California.

Domingos, J., Sacramento, California.

Dougherty, C. K., Sacramento, California.

Dunn, Henry, Sacramento, California.

Dean, Georgianna Mary, Sacramento, California.

Dumont, Alphonsine, San Francisco, California.

Doolan, William, San Francisco, California.

Davis, Geo. T. M., New York City, New York.

De Forest, Martin, Schenectady, New York.

Douw, Volkert P.

Douw, Mrs. Helen L.

369 Davis, J. T.

English, W. G., Sacramento, California.

Earl, Daniel W., Sacramento, California.

Everett, W. L., Sacramento, California.

Ebner, C. & T., Sacramento, California.

Egl, A., Sacramento, California.

Estee, M. M., Sacramento, California.

Foye, W. R. S., Sacramento, California.

Friend & Terry, Sacramento, California.

Franklin, P., Sacramento, California.

Floberg, J. P., Sacramento, California.

Fitzpatrick, Michael, Sacramento, California.

Foote, L. H., Sacramento, California.

Frey, Joseph M., Sacramento, California.

Foster, F., Sacramento, California.

Friend, J. S., Sacramento, California.

- Forster, Peter B., San Francisco, California.
French, Walter H., Virginia, Nevada.
Franchot, Antoinette, Syracuse, New York.
Franchot, Richard, Syracuse, New York.
Forney, J. W., New York.
Gillig, John, Virginia, Nevada.
Gallatin, Albert, Dayton, Nevada.
Gardiner, Robert, Knights Landing, California.
Gruhler, Jacob, Sacramento, California.
Greenlaw, A. S., Sacramento, California.
Greenbaum, Moses, Sacramento, California.
Gotthold, Gustav, Sacramento, California.
Gazoet, Eugene, Sacramento, California.
Grim, Chas. H., San Francisco, California.
Gruhler, Christ, Sacramento, California.
Gruhler, Elias, Sacramento, California.
Gossner, B., Sacramento, California.
Gay, W. C., Sacramento, California.
Glidden, Mrs. C. C., Boston, Mass.
Glidden, Mrs. E. M., Boston, Mass.
Glidden & Williams, Boston, Mass.
Groot, Simon C., Schenectady, N. Y.
Hopkins, Mark, Sacramento, California.
Huntington, C. P., Sacramento, California.
Huntington, C. P., agent, Sacramento, California.
Hill, William H., Sacramento, California.
Hill, Jane E., Sacramento, California.
Hill, Isabella M., Sacramento, California.
Harbison, J. S., Sacramento, California.
Hepburn, George, Sacramento, California.
Hurley, Miss M. E., Sacramento, California.
Holmes, E., Sacramento, California.
Hall & Lohman, Sacramento, California.
Hartman, G. T., Sacramento, California.
Hector, J., Sacramento, California.
Henkel, William, Sacramento, California.
Heisch, August, Sacramento, California.
Heilbron, A., Sacramento, California.
Heinrich, Charles, Sacramento, California.
Heppe, Jacob, Sacramento, California.
Hunt, Eugene, Sacramento, California.
Herrick, Jas. H. (in trust), Sacramento, California.
Hussey, Silas, Jr., Sacramento, California.
Heacock, Mrs. E. H., Sacramento, California.

Hooker, C. A., San Francisco, California.

Hooper, S., & Co., Boston, Mass.

Hersey, John H.

Hunt, D. R.

Hillhouse, John.

372 Irwin, Jared, Sacramento, California.

Jelly, Samuel, Sacramento, California.

Jacobs, N. M., Sacramento, California.

Johnson, Peter, Sacramento, California.

Jacobs, Enoch, Sacramento, California.

Jacobs, Elias, Sacramento, California.

Johnson, Joel, Sacramento, California.

Jobson, C. F., Sacramento, California.

Kendall, David, Sacramento, California.

Klink & Martsfield, Sacramento, California.

Kemble, Edw. C., Sacramento, California.

Kohler, H., Sacramento, California.

Kraus, Edward, Sacramento, California.

Kohl, John B., Sacramento, California.

Krumbach, L., Sacramento, California.

Kadel, Tobias, Sacramento, California.

Klink, G. F., Sacramento, California.

Krebs, C. H., Sacramento, California.

Kimball, Frank Reed, Boston, Mass.

Kimball, Mrs. C. A., Boston, Mass.

Lambard, C. A., Boston, Mass.

373 Lester, J. W., New York, New York.

Lynch, Philip, Gold Hill, Nevada.

Lord, Holbrook & Co., Sacramento, California.

Lindley, T. M., Sacramento, California.

Lindsay, W. K., Sacramento, California.

Littleton, M., Sacramento, California.

Lord, J. D., Sacramento, California.

Larkin, H. W., Sacramento, California.

Locke & Lavenson, Sacramento, California.

Loomis, E. J., Sacramento, California.

Linton, C. B., Sacramento, California.

Lecompt, Michael, Sacramento, California.

Lyon & Son, Sacramento, California.

Lytle, Geo. J., Sacramento, California.

Lager, Christopher, Sacramento, California.

Locke, Geo. D., Sacramento, California.

Lambard, O. D., Sacramento, California.

Lipman & Co., S., Sacramento, California.

Marsh, Charles, Nevada, California.

Morse, John F., San Francisco, California.
Moore, B. F., Dutch Flat, California.
Mills, D. O. & Co., Sacramento, California.
McDonald, R. H., Sacramento, California.
McGuire, James, Sacramento, California.
Mott, E. B. J., Sacramento, California.
Moore, Geo. R., Sacramento, California.
Mier, F., Sacramento, California.
Muhlenfels, T., Sacramento, California.
Myer, C., Sacramento, California.
Managan, P. F., Sacramento, California.
Meister, John, Sacramento, California.
Moore, D. L., Sacramento, California.
McNeil, John, Sacramento, California.
Myers, H., Sacramento, California.
Miller, E. H. T., Sacramento, California.
McClatchy, James, Sacramento, California.
Melone, Drury, Sacramento, California.
Martfield, Wm., Sacramento, California.
McDonald, Geo.
Mahon, D. W.
Mosier, Samuel, Sacramento, California.
Nichols, N. S., Sacramento, California.
Newbaur, A., Sacramento, California.
Newburg, Leonard, Sacramento, California.
North, A. W.
O'Neil, James, Sacramento, California.
Outman, Ira E., Sacramento, California.
Oetll, Franz, Sacramento, California.
Ogden, J. B., Sacramento, California.
Ogden, J. B., Sacramento, California.
Pike, J. T., Sacramento, California.
Pond, J. S., Sacramento, California.
Peasley, John, Sacramento, California.
Parks, John C., Dutch Flat, California.
Patch, W. Y., San Francisco, California.
Paton, William, New York.
Paton, Thomas, New York.
Potter, James M.
Russell, P. H., Sacramento, California.
Benaud, G., Sacramento, California.
Ross, Thomas, Sacramento, California.
Reeves, J. W., Sacramento, California.
Ryan, John, Sacramento, California.

- Rowland, Geo., Sacramento, California.
Robinson, John R., Sacramento, California.
Ratcliff, Wm. M., Sacramento, California.
Ready, W. B. & B. F., Sacramento, California.
Ross, Frank O., Sacramento, California.
376 Robbins, S. B., Sacramento, California.
Rancich, Martin, Sacramento, California.
Redding, B. B., Sacramento, California.
Rice, H. B., Sacramento, California.
Rippon & Hill, Sacramento, California.
Ripley, J. M., Sacramento, California.
Robinson, Robert, Sacramento, California.
Rice, Charles, Mineral Bar, California.
Rond, J. P. C., San Francisco, California.
Reed, B. T., Boston, Mass.
Russell, J. D.
Stanford, Leland, Sacramento, California.
Smith, S. D., Sacramento, California.
Strong, D. W., Dutch Flat, California.
Sargent, A. A., Nevada, California.
Stockton, Edward, Folsom, California.
Smith, C. W., Grass Valley, California.
Seaman, J. A., Sacramento, California.
Spaulding, W. H., Austin, Nevada.
Strowbridge, T. W., Sacramento, California.
Smith, John, Sacramento, California.
377 Scheld, Philip, Sacramento, California.
Swinerton, G. W., Sacramento, California.
Scott, Mary, Sacramento, California.
Schade, John, Sacramento, California.
Strutz, Julius, Sacramento, California.
Schafer, Louis, Sacramento, California.
Sutter, Charles, Sacramento, California.
Sellinger, Charles, Sacramento, California.
Schmeiser, Geo., Sacramento, California.
Stanton, P., Sacramento, California.
Stevens, Joseph, Sacramento, California.
Stewart, Geo. W., Sacramento, California.
Schrorer, S. H., Sacramento, California.
Stanley, L., Sacramento, California.
Schroeder, H., Sacramento, California.
Seeger, Robert, Sacramento, California.
Stewart, Thomas K., Sacramento, California.
Stremming, C., Sacramento, California.
Seaton, W. H., Sacramento, California.

Stanford, A. P., San Francisco, California.
 Shrew, Jacob, San Francisco, California.
 Shelton, E. N., New York.
 178 Sherman, R. N.
 Sturgeon, E. B.
 Sherman, C. Z.
 Stewart, David.
 Turner, J. N., Nevada, California.
 Turton, Knox & Ryan, Sacramento, California.
 Turton, William, Sacramento, California.
 Tyron, S., Sacramento, California.
 Thielbar, H., Sacramento, California.
 Thielbar, Dores, Sacramento, California.
 Terry, W. E.
 Upson, Lauren, San Francisco.
 Van Heusen, Charles, Sacramento, California.
 Van Heusen, E. J., Sacramento, California.
 Van Winkle, J. S., Sacramento, California.
 Waite, E. G., Nevada, California.
 Wetty, D. W., in trust, Sacramento, California.
 Wheeler, O. C., Oakland, California.
 Wheeler, C. T., Sacramento, California.
 Wetzlar, Julius, Sacramento, California.
 Watchhorst, Herman, Sacramento, California.
 179 Weil, Conrad, Sacramento, California.
 Wetty, D. W., Sacramento, California.
 Whitmore, D. W., Sacramento, California.
 Watson, W. S., Sacramento, California.
 Waterhouse, C., Sacramento, California.
 Williams, J. C., Drytown, California.
 Williams, Mrs. E. L. M., Boston, Mass.
 Wason Manufacturing Co., Springfield, Mass.
 Zumalt, David K., Sacramento, California.
 Zumalt, Jacob.

380 (The list of stockholders contained in the copy of the annual
 report of the Central Pacific Railroad Company for the year
 ending December 31st, 1867, is as follows:)

Names of stockholders and residence.

Avery, Sarah E., Sacramento, California.
 Avery, Melissa, Sacramento, California.
 Arnold, Jacob, Sacramento, California.
 Ayres, J. J., San Francisco, California.
 Adams, Wm. J., San Francisco, California.

- Aims, Henry, Sacramento, California.
Ah Tong, Sacramento, California.
Aspinwall, W. H., New York City, New York.
Agnew, A. G., New York City, New York.
Austin, Mrs. F. L., Albany, New York.
Bates, C. D., Sacramento, California.
Booth, L. A., Sacramento, California.
Brickell, S. J., Illinoistown, California.
Brickell, B., Illinoistown, California.
Bradley & Trim, Dutch Flat, California.
381 Beans, T. E., Nevada, California.
Bithell, James, Sacramento, California.
Burnham, Wm. C., Sacramento, California.
Burt, B., Sacramento, California.
Brunner, Joseph, Sacramento, California.
Beck, Robert, Sacramento, California.
Bell, T., Sacramento, California.
Brown, R. T., Sacramento, California.
Brown, David, Sacramento, California.
Belmer, John, & Co., Sacramento, California.
Banquier, Joseph, Sacramento, California.
Barnes, C., Sacramento, California.
Bowman, Ida, Sacramento, California.
Bowman, W. J., Sacramento, California.
Blum, E., Sacramento, California.
Burke, E., Sacramento, California.
Baker, Thomas, Sacramento, California.
Boruck, Marcus D., San Francisco, California.
Bancroft, E. P., trustee, Boston, Mass.
Bragg, H. W., Sacramento, Cal.
Boyd, John, Sacramento, Cal.
Brooks, Noah.
382 Brannan, Samuel, San Francisco, California.
Barnes, Geo. E., San Francisco, California.
Babson, Seth, Sacramento, California.
Barrencamp, Mrs. E., Oakland, California.
Barling, H. A., et al., trustees, New York City, N. Y.
Baxter, John A., San Francisco, Cal.
Bacon, J. S., San Francisco, Cal.
Bement & Daugherty, Philadelphia, Penn.
Ball, Marcus, Troy, N. Y.
Bergin, Thomas J., San Francisco, Cal.
Baine, Sarah R.
Crocker, Charles, Sacramento, Cal.
Cole, C., Sacramento, Cal.

Calver, James H., Sacramento, Cal.
Cummings, C. H., Sacramento, Cal.
Crocker, H. S., Sacramento, Cal.
Cook, Hiram, Sacramento, Cal.
Cockrane, Mrs. M. C., Sacramento, Cal.
Converse, Chas. H., Sacramento, Cal.
Conrad, John, Sacramento, Cal.
Conrad, Marie, Sacramento, Cal.
83 Chevalier, F., Sacramento, Cal.
Clark, D. W., Sacramento, Cal.
Cook, T. H., Sacramento, Cal.
Coolot, A., Sacramento, Cal.
Crocker, E. B., Sacramento, Cal.
Crocker, B. R., Sacramento, Cal.
Campbell, James, Sacramento, Cal.
Coleman, H. P., Sacramento, Cal.
Cronkite, H., Sacramento, Cal.
County of Sacramento, Sacramento, Cal.
County of Placer, Placer Co., Cal.
Chamberlain, O. L., Sutter Creek, Cal.
Chase, Charles M., San Francisco, Cal.
Crocker, L. B., Oswego, N. Y.
Crocker, Mrs. Anna E., Oswego, N. Y.
Campbell, D. D., Schenectady, N. Y.
Cain, Nicholas, Schenectady, N. Y.
Drew, N. L., Sacramento, Cal.
Drew, N. L., & Co., Sacramento, Cal.
Drew, D. K., Sacramento, Cal.
Duffy, James A., Sacramento, Cal.
Davis, E., Sacramento, Cal.
94 Douglass, W. J., Sacramento, California.
Dreher, Wm., Sacramento, California.
Domingos, J., Sacramento, California.
Dougherty, C. K., Sacramento, California.
Dunn, Henry, Sacramento, California.
Dean, Mrs. G. M., Sacramento, California.
Davis, Mrs. S. A., Sacramento, California.
Dumont, Alphonsine, San Francisco, California.
Doolan, William, San Francisco, California.
Davis, T. T., New York.
De Forest, Martin, Schenectady, New York.
Douw, Volkert P., Schenectady, New York.
Douw, Mrs. Helen L., Schenectady, New York.
English, W. G., Sacramento, Cal.
Earl, Danl. W., Sacramento, Cal.

- Everett, W. L., Sacramento, Cal.
Ebner, C. and T., Sacramento, Cal.
Egl, A., Sacramento, Cal.
Foye, W. R. S., Sacramento, Cal.
Friend & Terry, Sacramento, Cal.
Franklin, P., Sacramento, Cal.
 Floberg, J. P., Sacramento, Cal.
385 Fitzpatrick, M., Sacramento, Cal.
 Foote, L. H., Sacramento, Cal.
Frey, J. M., Sacramento, Cal.
Foster, F., Sacramento, Cal.
Friend, J. S., Sacramento, Cal.
Forney, J. W., Philadelphia, Penn.
Forster, Peter B., San Francisco, Cal.
Franchot, Antoinette, Syracuse, N. Y.
Gillig, John, Sacramento, Cal.
Gallatin, Albert, Sacramento, Cal.
Gruhler, Jacob, Sacramento, Cal.
Greenlaw, A. S., Sacramento, Cal.
Greenbaum, Moses, Sacramento, Cal.
Gotthold, Gustave, Sacramento, Cal.
Gaxoet, Eugene, Sacramento, Cal.
Grim, Charles H., Sacramento, Cal.
Gruhler, Christ, Sacramento, Cal.
Gruhler, Elias, Sacramento, Cal.
Gay, W. C., Sacramento, Cal.
Glidden, Mrs. C. C., Boston, Mass.
Glidden, Mrs. E. M., Boston, Mass.
 Glidden & Williams, Boston, Mass.
386 Groot, Simon C., Schenectady, N. Y.
 Goodman, Ira, Yonkers, N. Y.
Hopkins, Mark, Sacramento, Cal.
Hill, William H., Sacramento, Cal.
Holmes, H. T. Sacramento, Cal.
Harbison, J. S., Sacramento, Cal.
Hepburn, George, Sacramento, Cal.
Hurley, Mrs. M. E., Sacramento, Cal.
Holmes, E., Sacramento, Cal.
Hartman, G. F., Sacramento, Cal.
Hector, J., Sacramento, Cal.
Heisch, August, Sacramento, Cal.
Heilbron, A., Sacramento, Cal.
Heinrich, Charles, Sacramento, Cal.
Heppe, Jacob, Sacramento, Cal.

Hunt, Eugene, Mrs., Sacramento, Cala.
Hill, Jane E., Sacramento, Cala.
Herrick, James N., Sacramento, Cala.
Hussey, Silas, Jr., Sacramento, Cala.
Heacock, Mrs. E. H., Sacramento, Cala.
Hill, Joseph, Sacramento, Cala.
Hunt, D. R., Sacramento, Cala.
Huntington, C. P., New York, N. Y.
Hillhouse, John, New York, N. Y.
Hooper, S., & Co., Boston, Mass.
Hooker, C. G., San Francisco, Cala.
Irwin, Jared, Sacramento, Cala.
Jelly, Samuel, Sacramento, Cala.
Jacobs, W. M., Sacramento, Cala.
Johnson, Peter, Sacramento, Cala.
Jacobs, Enoch, Sacramento, Cala.
Jacobs, Elias, Sacramento, Cala.
Johnson, Joel, Sacramento, Cala.
Johnson, C. F., San Francisco, Cala.
Kendall, David, San Francisco, Cala.
Klint & Martfield, San Francisco, Cala.
Kemble, E. C., San Francisco, Cala.
Kohler, H., San Francisco, Cala.
Kraus, Edwd., San Francisco, Cala.
Kohl, John B., San Francisco, Cala.
Krumbach, L., San Francisco, Cala.
Kadel, Tobias, San Francisco, Cala.
Krebs, C. H., San Francisco, Cala.
Kimball, Frank Reed, Boston, Mass.
Kimball, Mrs. C. A., Boston, Mass.
Lambard, C. A., Boston, Mass.
Lester, J. W., New York, N. Y.
Lynch, Philip, Forest Hill, Cala.
Lindley, T. M., Sacramento, Cala.
Lindley, Mrs. Isabella V., Sacramento, Cala.
Lindsey, W. K., Sacramento, Cala.
Littleton, M., Sacramento, Cala.
Lord, J. D., Sacramento, Cala.
Lord, Holbrook & Co., Sacramento, Cala.
Larkin, H. W., Sacramento, Cala.
Locke & Lavenson, Sacramento, Cala.
Loomis, E. J., Sacramento, Cala.
Linton, C. B., Sacramento, Cala.
Lecompt, M., Sacramento, Cala.

- Lyon & Son, Sacramento, Cala.
Lytle, Geo. J., Sacramento, Cala.
Lages, Christopher, Sacramento, Cala.
Locke, Geo. S., Sacramento, Cala.
Lambard, A. D., Sacramento, Cala.
389 Lipman & Co., Sacramento, Cala.
Mills, D. O. & Co., Sacramento, Cala.
McDonald, R. H., Sacramento, Cala.
McGuire, James, Sacramento, Cala.
Mott, E. B., Jr., Sacramento, Cala.
Mahon, D. W., Sacramento, Cala.
Moore, Edw. R., Sacramento, Cala.
Mier, F., Sacramento, Cala.
Muhlenfels, T., Sacramento, Cala.
Meyer, C., Sacramento, Cala.
Managan, P. F., Sacramento, Cala.
Meister, John, Sacramento, Cala.
Mosier, Samuel, Sacramento, Cala.
Moore, D. Z., Sacramento, Cala.
McNeil, John G., Sacramento, Cala.
McNeil, John, Sacramento, Cala.
Myers, John, Sacramento, Cala.
Miller, E. H., Jr., Sacramento, Cala.
McClatchy, James, Sacramento, Cala.
Melone, Drury, Sacramento, Cala.
Martfield, William, Sacramento, Cala.
McDonald, George, Sacramento, Cala.
390 Michener, W. P., Sacramento, Cala.
Marsh, Charles, Nevada, Cala.
Moore, B. F., Dutch Flat, Cala.
Morris, William, Utica, N. Y.
Nichols, A. S., Sacramento, Cala.
Neubaur, A., Sacramento, Cala.
Newburg, L., Sacramento, Cala.
North, A. W., Virginia, Nev.
O'Neil, James, Sacramento, Cal.
Oatman, Ira E., Sacramento, Cal.
Ochs, George, Sacramento, Cal.
Oettll, Franz, Sacramento, Cal.
Ogden, J. B., New York, N. Y.
Osborn, D. W., Virginia, Nev.
Pike, J. T., Sacramento, Cala.
Pond, J. S., Sacramento, Cala.
Peasley, John, Sacramento, Cala.
Peake, C. A., Sacramento, Cala.

Parke, John C., Dutch Flat, Cal.
Pierce, Geo. W., Yolo Co., Cal.
Paton, William, New York, N. Y.
Paton, Thomas, New York, N. Y.
Phillips, R. J., New York, N. Y.
Pruyn, John V. L. Y., Albany, N. Y.
Powell, A. C., Syracuse, N. Y.
Russell, P. H., Sacramento, Cal.
Ross, Thomas, Sacramento, Cal.
Rieves, J. W., Sacramento, Cal.
Ryan, John, Sacramento, Cal.
Rowland, George, Sacramento, Cal.
Robinson, John R., Sacramento, Cal.
Ratcliff, Wm. M., Sacramento, Cal.
Ready, H. B. & B. F., Sacramento, Cal.
Ross, Frank C., Sacramento, Cal.
Robbins, S. B., Sacramento, Cal.
Rancieh, Martin, Sacramento, Cal.
Redding, B. B., Sacramento, Cal.
Rice, H. B., Sacramento, Cal.
Rippon & Hill, Sacramento, Cal.
Ripley, J. M., Sacramento, Cal.
Robinson, Robert, Sacramento, Cal.
Rippon, William, Sacramento, Cal.
Reed, Charles, Mineral Bar, Cal.
Russell, J. D., New York, N. Y.
Reed, B. T., Boston, Mass.
Rond, J. P. C., San Francisco, Cal.
Stanford, Leland, Sacramento, Cal.
Smith, S. D., Sacramento, Cal.
Seaman, J. A., Sacramento, Cal.
Spaulding, Wm. H., Sacramento, Cal.
Strobridge, T. W., Sacramento, Cal.
Smith, John, Sacramento, Cal.
Scheld, Philip, Sacramento, Cal.
Swinerton, G. H., Sacramento, Cal.
Scott, Mary, Sacramento, Cal.
Soule, E., M. D., Sacramento, Cal.
Schade, John, Sacramento, Cal.
Strutz, Julius, Sacramento, Cal.
Schaffer, Louis, Sacramento, Cal.
Sutter, Charles, Sacramento, Cal.
Sellinger, Charles, Sacramento, Cal.
Stanton, P., Sacramento, Cal.
Stevens, Joseph, Sacramento, Cal.

- Stewart, Geo. W., Sacramento, Cal.
Schroer, S. H., Sacramento, Cal.
Stanley, Lee, Sacramento, Cal.
Schroder, H., Sacramento, Cal.
393 Seeger, Robert, Sacramento, Cal.
Stewart, Thomas H., Sacramento, Cal.
Stremming, C., Sacramento, Cal.
Seaton, W. H., Sacramento, Cal.
Strong, D. W., Dutch Flat, Cal.
Sargent, W. A., Nevada, Cal.
Stockton, Edward, Folsom, Cal.
Smith, C. W., Grass Valley, Cal.
Stanford, A. P., San Francisco, Cal.
Shrew, Jacob, San Francisco, Cal.
Selby, T. H., San Francisco, Cal.
Sherman, C. Z., New York, N. Y.
Stewart, David, New York, N. Y.
Schemerhorn, B. J., Schenectady, N. Y.
Story, A. G., Little Falls, N. Y.
Steele, Mrs. A. E., Kingston, N. Y.
Strakle, Jacob, San Francisco, Cal.
Turton, Knox & Ryan, Sacramento, Cal.
Turton, William, Sacramento, Cal.
Tryon, S., Sacramento, Cal.
Thielbaur, H., Sacramento, Cal.
Thielbaur, Dores, Sacramento, Cal.
394 Terry, W. F., Sacramento, Cal.
Turner, J. W., Nevada, Cal.
Townsend, Theodore, Albany, N. Y.
Upson, Lauren, Sacramento, Cal.
Van Heusen, Charles, Sacramento, Cal.
Van Heusen, E. J., Sacramento, Cal.
Van Winkle, John N., Sacramento, Cal.
Van Rensalaer, Mrs. J., Morris.
Waite, E. G., Nevada, Cal.
Welty, D. W. (in trust), Sacramento, Cal.
Wheeler, O. C., Sacramento, Cal.
Wheeler, C. T., Sacramento, Cal.
Wetzlar, Julius, Sacramento, Cal.
Watchhorst, Herman, Sacramento, Cal.
Weil, Conrad, Sacramento, Cal.
Welty, D. W., Sacramento, Cal.
Whitman, D. W., Sacramento, Cal.
Watson, W. S., Sacramento, Cal.
Waterhouse, C., Sacramento, Cal.

Warring, Amos, Sacramento, Cal.
Walsh, C., Sacramento, Cal.
Williams, C., Drytown, Amador Co., Cal.
Williams, Mrs. E. L. M., Boston, Mass.
Zumwalt, Danl. K., Sacramento, Cal.
Zumwalt, Jacob.

(The list of stockholders contained in the report of the Central Pacific Railroad Company for the year ending December 31st, 1867, is as follows:)

Names of stockholders and residence.

Sarah E. Avery, Sacramento.
Melissa Avery, Sacramento.
Jacob Arnold, Sacramento.
J. J. Ayres, San Francisco.
Wm. J. Adams, San Francisco.
Henry Ames, Sacramento.
Ah Tong, Sacramento.
W. H. Aspinwall, New York City.
A. G. Agnew.
Mrs. F. A. Austin, Albany, N. Y.
C. D. Bates, Sacramento.
A. W. Blanchard, Dutch Flat.
L. A. Booth, Sacramento.
E. J. Brickell, Illinoistown.
B. Brickell, Illinoistown.
Bradley & Trim, Dutch Flat.
T. E. Beans, Nevada.
James Bithell, Sacramento, Cal.
Wm. C. Burnham, Sacramento, Cal.
B. Burt, Sacramento, Cal.
Jos. Bronner, Sacramento, Cal.
Robt. Beck, Sacramento, Cal.
T. Bell, Sacramento, Cal.
R. T. Brown, Sacramento, Cal.
Danl. Brown, Sacramento, Cal.
Jno. Bellmer & Co., Sacramento, Cal.
Jos. Banquier, Sacramento, Cal.
C. Barnes, Sacramento, Cal.
Ida Bowman, Sacramento, Cal.
W. J. Bowman, Sacramento, Cal.
E. Blum, Sacramento, Cal.
E. Burk, San Francisco, Cal.
Marcus D. Boruck, San Francisco, Cal.

- 397 E. P. Bancroft, trustee, Boston, Mass.
H. W. Bragg, Sacramento, Cal.
Jno. Boyd.
Noah Brooks.
Saml. Brannan, San Francisco, Cal.
Geo. E. Barnes, San Francisco, Cal.
Seth Babson, Sacramento, Cal.
Mrs. E. Barrencamp, Oakland, Cal.
H. A. Barking et als., trustee, New York, N. Y.
Jno. A. Baxter.
Bement & Dougherty, Philadelphia, Penn.
Ball, Marcus, Troy, N. Y.
Sarah R. Baine.
Wm. Barringer, Schenectady, N. Y.
Jno. S. Banett, Sacramento, Cal.
Chas. Crocker, Sacramento, Cal.
O. L. Chamberlain, Sutter Creek, Cal.
County of Placer, California.
County of Sacramento, California.
Cornelius Cole, Sacramento, Cal.
Jas. H. Culver, Sacramento, Cal.
- 398 C. H. Cummings, Sacramento, Cal.
H. S. Crocker, Sacramento, Cal.
Hiram Cook, Sacramento, Cal.
Mrs. M. T. Cochrane, Sacramento, Cal.
Chas. H. Converse, Sacramento, Cal.
Jno. Conrad, Sacramento, Cal.
Marie Conrad, Sacramento, Cal.
F. Chevalier, Sacramento, Cal.
D. W. Clark, Sacramento, Cal.
T. H. Cook, Sacramento, Cal.
A. Goolot, Sacramento, Cal.
E. B. Crocker, Sacramento, Cal.
B. R. Crocker, Sacramento, Cal.
Chas. M. Chase, San Francisco, Cal.
James Campbell, Sacramento, Cal.
L. B. Crocker, Oswego, N. Y.
Mrs. Anna E. Crocker, Oswego, N. Y.
W. P. Coleman, Sacramento, Cal.
H. Cronkite, Sacramento, Cal.
D. D. Campbell, Schenectady, N. Y.
Michs, Cain, Schenectady, N. Y.
Contract and Finance Co.
- 399 N. S. Drew, Sacramento, Cal.
N. S. Drew & Co., Sacramento, Cal.

D. K. Drew, Sacramento, Cal.
James A. Duffy, Sacramento, Cal.
W. J. Douglass, Sacramento, Cal.
Wm. Dreher, Sacramento, Cal.
Jno. Domingos, Sacramento, Cal.
G. K. Daugherty, Sacramento, Cal.
Henry Dunn, Sacramento, Cal.
Alph. Dumont, San Francisco, Cal.
Georgia M. Dean, Sacramento, Cal.
T. T. Davis.
Wm. Doolan, San Francisco, Cal.
Martin Deforest, Schenectady, N. Y.
Volkert P. Duow, Schenectady, N. Y.
Mrs. Helen L. Duow, Schenectady, N. Y.
Sarah A. Davis.
Abram Doty, Schenectady, N. Y.
Wm. G. English, Sacramento, Cal.
Danl. W. Earl, Sacramento, Cal.
W. L. Everett, Sacramento, Cal.
C. & F. Ebner, Sacramento, Cal.
400 A. Egl, Sacramento, Cal.
W. R. S. Foye, Sacramento, Cal.
J. W. Forney, Philadelphia, Penn.
Friend & Terry, Sacramento, Cal.
P. Franklin, Sacramento, Cal.
J. P. Floberg, Sacramento, Cal.
M. Fitzpatrick, Sacramento, Cal.
L. T. C. Foote, Sacramento, Cal.
Jos. M. Frey, Sacramento, Cal.
P. B. Forster, Sacramento, Cal.
F. Foster, Sacramento, Cal.
J. S. Friend, Sacramento, Cal.
Ant. Franchet, Syracuse, N. Y.
Jno. Gillig, Sacramento, Cal.
Robt. Gardner, Knights Ldg., Cal.
Albert Gallatin, Sacramento, Cal.
Jacob Gruhler, Sacramento, Cal.
A. S. Greenlaw, Sacramento, Cal.
Moses Greenbaum, Sacramento, Cal.
Gustav Gotthold, Sacramento, Cal.
Eugene Gaxeot, Sacramento, Cal.
Chas. H. Grimm, Sacramento, Cal.
401 Chris Gruhler, Sacramento, Cal.
Elias Gruhler, Sacramento, Cal.

- Mrs. C. C. Glidden, Boston, Mass.
Mrs. E. M. Glidden, Boston, Mass.
W. C. Gay, Sacramento, Cal.
Glidden & Williams, Boston, Mass.
Simon C. Groot, Schenectady, N. Y.
Saml. C. Gilbert, Butternut, N. Y.
Mark Hopkins, Sacramento, Cal.
C. P. Huntington, Sacramento, Cal.
C. G. Hooker, San Francisco, Cal.
Wm. H. Hill, Sacramento, Cal.
J. S. Harbison, Sacramento, Cal.
Geo. Hepburn, Sacramento, Cal.
Miss M. E. Hurley, Sacramento, Cal.
E. Holmes, Sacramento, Cal.
G. T. Hartman, Sacramento, Cal.
Jno. Hector, Sacramento, Cal.
Aug. Heisch, Sacramento, Cal.
A. Heilbron, Sacramento, Cal.
Chas. Heinrich, Sacramento, Cal.
402 Jacob Heppe, Sacramento, Cal.
Eugenie Hunt, Sacramento, Cal.
James E. Hill, Sacramento, Cal.
Isabella M. Hill, Sacramento, Cal.
Jas. H. Herrick, Sacramento, Cal.
Silas Hussey, Jr., Sacramento, Cal.
S. Hooper & Co., Boston, Mass.
D. R. Hunt.
Jno. Hillhouse, New York, N. Y.
Mrs. E. H. Heacock, Sacramento, Cal.
Jos. Hill, Sacramento, Cal.
Chas. Holbrook, Sacramento, Cal.
Jared Irwin, Sacramento, Cal.
N. M. Jacobs, Sacramento, Cal.
Peter Johnson, Sacramento, Cal.
Elias Jacobs, Sacramento, Cal.
Enoch Jacobs, Sacramento, Cal.
Joel Johnson, Sacramento, Cal.
C. F. Jobson, San Francisco, Cal.
David Kendall, Sacramento, Cal.
Klink & Martfield, Sacramento, Cal.
H. Kohler, Sacramento, Cal.
403 Edw. Kraus, Sacramento, Cal.
Jno. B. Kohl, Sacramento, Cal.
L. Krambach, Sacramento, Cal.
Tobias Kadel, Sacramento, Cal.

E. H. Krebs, Sacramento, Cal.
Frank R. Kimball, Boston, Mass.
C. A. Lambard, Boston, Mass.
T. M. Lindley, Sacramento, Cal.
W. K. Lindsay, Sacramento, Cal.
M. Littleton, Sacramento, Cal.
J. D. Lord, Sacramento, Cal.
H. W. Larkin, Sacramento, Cal.
Locke & Lavenson, Sacramento, Cal.
E. J. Loomis, Sacramento, Cal.
C. B. Linton, Sacramento, Cal.
Lyon & Son, Sacramento, Cal.
Geo. I. Lytle, Sacramento, Cal.
Chris Lages, Sacramento, Cal.
Philip Lynch, Forest Hill, Cal.
Jno. W. Lester, New York, N. Y.
Geo. S. Locke, Lockford, Cal.
O. D. Lambard, Sacramento, Cal.
S. Lipman & Co., Sacramento, Cal.
Mrs. I. V. Lindley, Sacramento, Cal.
Charles Marsh, Nevada, Cal.
Jno. T. Morse, San Francisco, Cal.
R. F. Moore, Dutch Flat, Cal.
D. O. Mills & Co., Sacramento, Cal.
R. H. McDonald, Sacramento, Cal.
Jas. McGuire, Sacramento, Cal.
D. W. Mahon, Sacramento, Cal.
E. B. Mott, Jr., Sacramento, Cal.
F. Mier, Sacramento, Cal.
T. Muhlenfels, Sacramento, Cal.
C. Mayer, Sacramento, Cal.
P. F. Managan, Sacramento, Cal.
Jno. Meister, Sacramento, Cal.
Saml. Mosier, Sacramento, Cal.
D. Z. Moore, Sacramento, Cal.
Jno. G. McNeill, Sacramento, Cal.
Jno. McNeill, Sacramento, Cal.
H. Meyers, Sacramento, Cal.
E. H. Miller, Jr., Sacramento, Cal.
James McClatchey, Sacramento, Cal.
Drury Melone, Sacramento, Cal.
Wm. Martfield, Sacramento, Cal.
Geo. McDonald.
W. P. Michener, Sacramento, Cal.
Wm. Morris, Utica, N. Y.

- W. G. Milligan, Little Falls.
Ambrose Merrill, Sacramento, Cal.
C. E. McLane, agt., San Francisco, Cal.
Mrs. Marilla McDougal, New York, N. Y.
Henry Miller, Sacramento, Cal.
N. S. Nichols, Sacramento, Cal.
A. Newbauer, Sacramento, Cal.
Leond. Newbourg, Sacramento, Cal.
A. N. North, Sacramento, Cal.
Jas. O'Neill, Sacramento, Cal.
Ira E. Oatman, Sacramento, Cal.
George Ochs, Sacramento, Cal.
Franz Oettll, Sacramento, Cal.
J. B. Ogden, New York, N. Y.
D. Osborn, Virginia, Nev.
J. T. Pike, Sacramento, Cal.
J. S. Pond, Sacramento, Cal.
406 Jno. C. Park, Dutch Flat, Cal.
Jno. Peasley, Sacramento, Cal.
Wm. Paton, New York, N. Y.
Thos. Paton, New York, N. Y.
Jas. M. Pattee, New York, N. Y.
Jno. V. L. Y. Pruyn, Albany, N. Y.
A. C. Powell, Syracuse, N. Y.
C. A. Peake, Sacramento, Cal.
Geo. W. Pearce, Sacramento, Cal.
R. J. Phillips, New York, N. Y.
F. H. Phillips, Little Falls, N. Y.
P. H. Russell, Sacramento, Cal.
Charles Rice, Mineral Bar, Cal.
Thomas Ross, Sacramento, Cal.
I. W. Reeves, Sacramento, Cal.
Jno. Ryan, Sacramento, Cal.
George Rowland, Sacramento, Cal.
Jno. R. Robinson, Sacramento, Cal.
Wm. M. Ratcliff, Sacramento, Cal.
Wm. B. Ready, Sacramento, Cal.
Frank C. Ross, Sacramento, Cal.
S. B. Robbins, Sacramento, Cal.
407 Martin Rancich, Sacramento, Cal.
B. B. Redding, Sacramento, Cal.
H. B. Rice, Sacramento, Cal.
Robt. Robinson, Sacramento, Cal.
J. P. C. Rond, San Francisco, Cal.
J. M. Ripley, Sacramento, Cal.

I. D. Russell, New York, N. Y.
R. F. Reed, Boston, Mass.
Wm. Rippon, Sacramento, Cal.
Leland Stanford, Sacramento, Cal.
S. D. Smith, Sacramento, Cal.
D. W. Strong, Dutch Flat, Cal.
A. A. Sargent, Nevada, Cal.
Edward Stockton, Folsom, Cal.
C. W. Smith, Grass Valley, Cal.
J. A. Seaman, Sacramento, Cal.
Wm. H. Spaulding, Sacramento, Cal.
F. N. Stowbridge, Sacramento, Cal.
E. B. Sturgeon.
Jno. Smith, Sacramento, Cal.
Philip Scheld, Sacramento, Cal.
Geo. H. Swinerton, Sacramento, Cal.
408 Mary Scott, Sacramento, Cal.
Jno. Schade, Sacramento, Cal.
Julius Strutz, Sacramento, Cal.
E. N. Shelton, New York, N. Y.
Louis Schafer, Sacramento, Cal.
Chas. Sutter, Sacramento, Cal.
Chas. Sellinger, Sacramento, Cal.
Geo. Schmeiser, Sacramento, Cal.
P. Stanton, Sacramento, Cal.
Joseph Stevens, Sacramento, Cal.
Geo. W. Stewart, Sacramento, Cal.
S. H. Schwer, Sacramento, Cal.
Lee Stanley, Sacramento, Cal.
H. Schroeder, Sacramento, Cal.
Robt. Seegar, Sacramento, Cal.
Thos. K. Stewart, Sacramento, Cal.
A. P. Stanford, San Francisco, Cal.
Jacob Schrew, San Francisco, Cal.
C. Stremming, Sacramento, Cal.
C. Z. Sherman, New York, N. Y.
W. H. Seaton, Sacramento, Cal.
409 David Stewart, New York, N. Y.
Jacob Strahle, San Francisco, Cal.
T. H. Selby, San Francisco, Cal.
B. J. Schermerhorn, Schenectady, N. Y.
A. G. Story, Little Falls, N. Y.
Mrs. Anna E. Steele, Kingston, N. Y.
Isaac Small, Little Falls, N. Y.

Turton, Knox & Ryan, Sacramento, Cal.

J. N. Turner, Nevada, Cal.

Wm. Turton, Sacramento, Cal.

S. Tryon, Sacramento, Cal.

H. Thielbar, Sacramento, Cal.

Dores Thielbar, Sacramento, Cal.

W. E. Terry, Sacramento, Cal.

Thos. Townsend, Albany, N. Y.

Lauren Upson, Sacramento, Cal.

Chas. Van Heusen, Sacramento, Cal.

I. S. Van Winkle, Sacramento, Cal.

Mrs. Jno. Van Renssalaer, Morris, Cal.

E. J. Van Heusen, Sacramento, Cal.

E. G. Waite, Nevada, Cal.

J. C. Williams, Drytown, Cal.

410 D. W. Welty, Sacramento, Cal.

O. C. Wheeler, Sacramento, Cal.

C. T. Wheeler, Sacramento, Cal.

Julius Wetzlar, Sacramento, Cal.

H. Wachhorst, Sacramento, Cal.

Conrad Weil, Sacramento, Cal.

D. W. Whitmore, Sacramento, Cal.

Mrs. E. L. M. Williams, Boston, Mass.

N. S. Watson, Sacramento, Cal.

C. Waterhouse, Sacramento, Cal.

Amos Waring, Sacramento, Cal.

C. Wollet, Sacramento, Cal.

Danl. Zumwalt, Sacramento, Cal.

Jacob Zumwalt, Sacramento, Cal.

411 (The list of stockholders contained in the annual report of
the Central Pacific Railroad Company for the year ending
June 30, 1869, is as follows:)

Names of stockholders and residence.

Averay, Sarah E., Sacramento, Cal.

Avery, Mellissa, Sacramento, Cal.

Arnold, Jacob, Sacramento, Cal.

Ayres, J. J. San Francisco, Cal.

Adams, William J., San Francisco, Cal.

Ames, Henry, Sacramento, Cal.

Ah Tong, Sacramento, Cal.

Aspinwall, W. H., New York City, N. Y.

Agnew, A. G.

- Austin, Mrs. F. L., Albany, N. Y.
Anderson, Jansen H., New York City, N. Y.
Bates, C. D., Sacramento, Cal.
Booth, L. A. Sacramento, Cal.
Brickell, E. J., Illinoistown, Cal.
Brickell, B., Illinoistown, Cal.
Bradley & Trim, Dutch Flat, Cal.
Beans, T. E., Nevada, Cal.
Bithell, James, Sacramento, Cal.
42 Burnham, Wm. C., Sacramento, Cal.
Burt, B., Sacramento, Cal.
Bronner, Joseph, Sacramento, Cal.
Beck, Robert, Sacramento, Cal.
Bell, T., Sacramento, Cal.
Brown, R. T., Sacramento, Cal.
Brown, Danl., Sacramento, Cal.
Bellmer & Co., Jno., Sacramento, Cal.
Banquier, Jos., Sacramento, Cal.
Barnes, C., Sacramento, Cal.
Bowman, Ida, Sacramento, Cal.
Bowman, W. J., Sacramento, Cal.
Blum, E., Sacramento, Cal.
Burke, E., San Francisco, Cal.
Burke, M. D., San Francisco, Cal.
Bancroft, E. P., trust, Boston, Mass.
Bragg, H. W., Sacramento, Cal.
Boyd, Jno.
Brooks, Noah.
Brannan, Saml., San Francisco, Cal.
Barnes, Geo. E., San Francisco, Cal.
Babson, Seth, Sacramento, Cal.
43 Barenkamp, Mrs. E., Oakland, Cal.
Barking, H. A., et als., trust, New York, N. Y.
Bement & Daugherty, Philadelphia, Pa.
Hall, Marcus, Troy, N. Y.
Baine, Sarah R.
Barringer, Wm., Schenectady, N. Y.
Banett, Jno. S., Sacramento, Cal.
Crocker, Chas., Sacramento, Cal.; dead.
Chamberlain, O. L., Sutter Creek, Cal.
County of Placer, California.
County of Sacramento, California.
Cole, Cornelius, Sacramento, Cal.
Culver, James H., Sacramento, Cal.

- Cummings, C. H., Sacramento, Cal.
Crocker, H. S., Sacramento, Cal.
Cook, Hiram, Sacramento, Cal.
Cochran, Mrs. M. T., Sacramento, Cal.
Converse, C. H., Sacramento, Cal.
Conrad, Jno., Sacramento, Cal.
Conrad, Marie, Sacramento, Cal.
Chevalier, F., Sacramento, Cal.
Clark, D. W., Sacramento, Cal.
414 Cook, T. H., Sacramento, Cal.
Coolot, A., Sacramento, Cal.
Crocker, E. B., Sacramento, Cal.
Crocker, B. R., Sacramento, Cal.
Chase, Chas. M., San Francisco, Cal.
Campbell, James, Sacramento, Cal.
Crocker, L. B., Oswego, N. Y.
Crocker, Mrs. A. E., Oswego, N. Y.
Coleman, W. P., Sacramento, Cal.
Cronkite, H., Sacramento, Cal.
Campbell, D. D., Schenectady, N. Y.
Cain, Nicholas, Schenectady, N. Y.
Contract & Finance Co.
Colburn, Rich. T., New York, N. Y.
Cheesman, Geo. W., New York, N. Y.
Clark, D. L., New York, N. Y.
Chesley, Geo. W., Sacramento, Cal.
Clark, Rufus W., New York, N. Y.
Crannell, F. F., New York, N. Y.
Drew, N. L. & Co., Sacramento, Cal.
Drew, N. L., Sacramento, Cal.
Drew, D. K., Sacramento, Cal.
415 Douglass, W. J., Sacramento, Cal.
Dreher, Wm., Sacramento, Cal.
Domingos, J., Sacramento, Cal.
Dougherty, C. K., Sacramento, Cal.
Dunn, Henry, Sacramento, Cal.
Dumont, Alp., San Francisco, Cal.
Dean, Georgianna M., Sacramento, Cal.
Davis, T. T.
Doolan, Wm., San Francisco, Cal.
Deforest, Martin, Schenectady, N. Y.
Duow, Volkert P., Schenectady, N. Y.
Duow, Mrs. H. L., Schenectady, N. Y.
Davis, Sarah A.

- Doty, Abram, Schenectady, N. Y.
English, W. G., Sacramento, Cal.
Earl, D. W., Sacramento, Cal.
Everett, W. L., Sacramento, Cal.
Elmer, C. & T., Sacramento, Cal.
Egl, A., Sacramento, Cal.
Franchot, R., Syracuse, N. Y.
Foye, W. R. S., Sacramento, Cal.
416 Friend & Terry, Sacramento, Cal.
Franklin, P., Sacramento, Cal.
Floberg, J. P., Sacramento, Cal.
Fitzpatrick, M., Sacramento, Cal.
Foote, L. H., Sacramento, Cal.
Frey, Jos. M., Sacramento, Cal.
Forster, P. B., Sacramento, Cal.
Foster, F., Sacramento, Cal.
Friend, J. S., Sacramento, Cal.
Franchot, Mrs. A., Syracuse, N. Y.
Gillig, Jno., Sacramento, Cal.
Gardner, Robt., Knights Landing, Cal.
Gallatin, Albt., Sacramento, Cal.
Gruhler, Jacob, Sacramento, Cal.
Greenbaum, Wm., Sacramento, Cal.
Gotthold, Gus., Sacramento, Cal.
Gaxeot, Eug., Sacramento, Cal.
Grimm, Chas. H., Sacramento, Cal.
Gruhler, Chris., Sacramento, Cal.
Gruhler, Elias, Sacramento, Cal.
Glidden, Mrs. C. C., Boston, Mass.
Glidden, Mrs. E. M., Boston, Mass.
417 Gay, W. O., Sacramento, Cal.
Glidden & Williams, Boston, Mass.
Groot, Simon C., Schenectady, N. Y.
Gilbert, Saml. C., Butternut, N. Y.
Hopkins, Mark, Sacramento, Cal.
Huntington, C. P., Sacramento, Cal.
Huntington, C. P., agent, New York, N. Y.
Hooker, O. G., San Francisco, Cal.
Hill, Wm. H., Sacramento, Cal.
Harbison, J. S., Sacramento, Cal.
Hepburn, Geo., Sacramento, Cal.
Hurley, Miss M. E., Sacramento, Cal.
Holmes, E., Sacramento, Cal.
Hartman, G. T., Sacramento, Cal.
Hector, J., Sacramento, Cal.

- Heisch, Aug., Sacramento, Cal.
Heilbron, A., & Bro., Sacramento, Cal.
Heinrich, Chas., Sacramento, Cal.
Heppe, Jacob, Sacramento, Cal.
Hunt, Eug. M., Sacramento, Cal.
Hill, J. E., Sacramento, Cal.
418 Hill, J. M., Sacramento, Cal.
Herrick, Jas. H., Sacramento, Cal.
Hussey, Silas, Jr., Sacramento, Cal.
Hooper & Co., S., Boston, Mass.
Hunt, D. R.
Hillhouse, Jno., New York, N. Y.
Heacock, Mrs. E. H., Sacramento, Cal.
Hill, Jos., Sacramento, Cal.
Holbrook, Chas., Sacramento, Cal.
Hawley, Nathan.
Irwin, Jared, Sacramento, Cal.
Jacobs, N. M., Sacramento, Cal.
Johnson, Peter, Sacramento, Cal.
Jacobs, Elias, Sacramento, Cal.
Jacobs, Enoch, Sacramento, Cal.
Johnson, Joel, Sacramento, Cal.
Jobson, C. F., San Francisco, Cal.
Kendall, D., Sacramento, Cal.
Kohler, H., Sacramento, Cal.
Kraus, Edw., Sacramento, Cal.
Kohl, Jno. B., Sacramento, Cal.
Krambach, L., Sacramento, Cal.
419 Kadel, Tobias, Sacramento, Cal.
Krebs, C. N., Sacramento, Cal.
Kimball, Frank R., Boston, Mass.
Lambard, C. A., Boston, Mass.
Lindley, T. M., Sacramento, Cal.
Lindsey, M. K., Sacramento, Cal.
Littleton, M., Sacramento, Cal.
Lord, J. D., Sacramento, Cal.
Larkin, H. W., Sacramento, Cal.
Locke & Lavenson, Sacramento, Cal.
Loomis, E. J., Sacramento, Cal.
Linton, C. B., Sacramento, Cal.
Lyon & Son., Sacramento, Cal.
Lages, Christn., Sacramento, Cal.
Lynch, Philip, Sacramento, Cal.
Lester, J. W., New York, N. Y.
Locke, Geo. S., Sacramento, Cal.

- Lambard, O. D., Sacramento, Cal.
Lipman, S., & Co., Sacramento, Cal.
Lindley, Mrs. J. V., Sacramento, Cal.
Lipman, S., Sacramento, Cal.
420 Marsh, Chas., Nevada, Cal.
Morse, Jno. F., San Francisco, Cal.
Moore, B. F., Dutch Flat, Cal.
Mills & Co., D. O., Sacramento, Cal.
McDonald, R. H., Sacramento, Cal.
McGuire, Jas., Sacramento, Cal.
Mahon, D. W., Sacramento, Cal.
Mott, J. E. B., Sacramento, Cal.
Mier, F., Sacramento, Cal.
Muhlenfels, T., Sacramento, Cal.
Mayer, C., Sacramento, Cal.
Mangin, P. F., Sacramento, Cal.
Meister, Jno., Sacramento, Cal.
Mosier, Saml., Sacramento, Cal.
Moore, D. Z., Sacramento, Cal.
McNeil, Jno. G., Sacramento, Cal.
McNeil, Jno., Sacramento, Cal.
Myers, H., Sacramento, Cal.
Miller, E. H., Jr., Sacramento, Cal.
McClatchy, J., Sacramento, Cal.
Melone, D., Sacramento, Cal.
Martfeld, Wm., Sacramento, Cal.
421 Michener, W. P., Sacramento, Cal.
Morris, Wm., Utica, N. Y.
Milligan, W. G., Little Falls, N. Y.
Merrill, Amb., Sacramento, Cal.
McLane, C. E., agt., San Francisco, Cal.
McDougal, N. M., New York, N. Y.
Miller, Henry, Sacramento, Cal.
Miles, Fred. R., New York, N. Y.
Nichols, N. S., Sacramento, Cal.
Newbauer, A., Sacramento, Cal.
Newburg, L., Sacramento, Cal.
North, A. W., Sacramento, Cal.
O'Neil, Jas., Sacramento, Cal.
Outman, Ira E., Sacramento, Cal.
Ochs, George, Sacramento, Cal.
Ostall, Franz, Sacramento, Cal.
Ogden, J. B., New York, N. Y.
Osborn, D. W., Virginia, Nev.
Osborn, Jno. W., Virginia, Nev.

- Pike, J. T., Sacramento, Cal.
Pond, J. S.
Parks, Jno. C., Dutch Flat, Cal.
422 Paton, Wm., New York, N. Y.
Paton, Thos., New York, N. Y.
Pattee, James M.
Pruyn, Jno. V. L. Y., Albany, N. Y.
Powell, A. C., Syracuse, N. Y.
Peake, C. A., Sacramento, Cal.
Pierce, Geo. W., Yolo, Cal.
Phillips, R. J., New York, N. Y.
Phillips, F. H., Little Falls, N. Y.
Paton & Co., New York, N. Y.
Russel, P. H., Sacramento, Cal.
Rice, Chas., Mineral Bar, Cal.
Ross, Thomas, Sacramento, Cal.
Reeves, J. W., Sacramento, Cal.
Ryan, Jno., Sacramento, Cal.
Rowland, Geo., Sacramento, Cal.
Robinson, Jno. R., Sacramento, Cal.
Ratcliff, W. M., Sacramento, Cal.
Ready, W. B. & B. F., Sacramento, Cal.
Ross, Frank C., Sacramento, Cal.
Robbins, S. B., Sacramento, Cal.
423 Rancich, M., Sacramento, Cal.
Redding, B. B., Sacramento, Cal.
Rice, H. B., Sacramento, Cal.
Rond, J. P. O., San Francisco, Cal.
Ripley, J. M., Sacramento, Cal.
Russell, J. D., New York, N. Y.
Reed, B. T., Boston, Mass.
Robinson, R., Sacramento, Cal.
Rippon, Wm., Sacramento, Cal.
Stanford, L., Sacramento, Cal.
Strong, D. W., Dutch Flat, Cal.
Sargent, A. H., Nevada, Cal.
Stockton, Edw., Folsom, Cal.
Smith, C. W., Grass Valley, Cal.
Seaman, J. A., Sacramento, Cal.
Spaulding, Wm. K., Sacramento, Cal.
Strowbridge, T. W., Sacramento, Cal.
Sturgeon, E. B., Sacramento, Cal.
Smith, Jno., Sacramento, Cal.
Scheld, Phil., Sacramento, Cal.
Swinerton, Geo. H., Sacramento, Cal.

- 494 Scott, Mary, Sacramento, Cal.
Schade, Jno., Sacramento, Cal.
Strutz, Juls., Sacramento, Cal.
- Shelton, E. N., New York, N. Y.
Shafer, Louis, Sacramento, Cal.
Sutter, Chas., Sacramento, Cal.
Sellinger, Chas., Sacramento, Cal.
Schmeizer, Geo., Sacramento, Cal.
Stanton, D., Sacramento, Cal.
Stevens, Jos., Sacramento, Cal.
Stewart, Geo. W., Sacramento, Cal.
Schroer, L. H., Sacramento, Cal.
Stanley, Lee, Sacramento, Cal.
Schroeder, H., Sacramento, Cal.
Seegar, Robt., Sacramento, Cal.
Stewart, Thos. K., Sacramento, Cal.
Stanford, A. P., San Francisco, Cal.
Shew, Jacob, San Francisco, Cal.
Stremming, C., Sacramento, Cal.
Sherman, C. Z., New York, N. Y.
Seaton, W. H., Sacramento, Cal.
Stewart, David, New York, N. Y.
- Strahle, Jacob, San Francisco, Cal.
- 625 Selby, T. H., San Francisco, Cal.
Schermerhorn, B. I., Schenectady, N. Y.
- Story, A. G., Little Falls, N. Y.
Steele, Mrs. A. E., Kingston, N. Y.
Small, Isaac, Little Falls, N. Y.
Scudder, Chas. L., Sacramento, Cal.
Sachs, L. & M., Sacramento, Cal.
Turton, Knox & Ryan, Sacramento, Cal.
Turner, J. M., Nevada, Cal.
Turton, Wm., Sacramento, Cal.
Tryon, S., Sacramento, Cal.
Thielbar, H., Sacramento, Cal.
Thielbar, D., Sacramento, Cal.
Terry, N. E., Sacramento, Cal.
Townsend, Theo., Albany, N. Y.
Upson, Lauren, Sacramento, Cal.
Van Huesen, Chas., Sacramento, Cal.
Van Huesen, E. J., Sacramento, Cal.
Van Winkle, J. S., Sacramento, Cal.
Van Rensalaer, Mrs. J., Morris, N. J.
Waite, E. G., Nevada, Cal.
Welty, D. W., Sacramento, Cal.

- 426 Wheeler, O. C., Sacramento, Cal.
 Wheeler, C. T., Sacramento, Cal.
 Wetzlar, Juls., Sacramento, Cal.
 Watchhorst, H., Sacramento, Cal.
 Williams, J. C., Drytown, Cal.
 Weil, Conrad, Sacramento, Cal.
 Whittemore, D. W., Sacramento, Cal.
 Williams, Mrs. E. L. M., Boston, Mass.
 Watson, W. S., Sacramento, Cal.
 Waterhouse, C., Sacramento, Cal.
 Waring, Amos, Sacramento, Cal.
 Wollet, Chas., Sacramento, Cal.
 Zumwalt, D. K., Sacramento, Cal.
 Zunwalt, Jacob, Sacramento, Cal.

- 427 (The list of stockholders contained in the annual report
 of the Central Pacific Railroad for the year ending June 30,
 1870, is as follows:)

Names of stockholders and residence.

- Ah Tong, Sacramento, Cal.
 Austin, Mrs. F. L., Albany, N. Y.
 Anderson, J. H., New York, N. Y.
 Agnew, A. G.
 Bradley & Trim, Dutch Flat, Cal.
 Beans, T. E., Nevada, Cal.
 Brown, Danl., Sacramento, Cal.
 Barnes, C., Sacramento, Cal.
 Burt, B., Sacramento, Cal.
 Bellmer & Co., Jno., Sacramento, Cal.
 Burke, Ethelbert, San Francisco, Cal.
 Bancroft, E. P., trustee, Boston, Mass.
 Boyd, Jno., New York, N. Y.
 Barnes, Geo. E., San Francisco, Cal.
 Bement & Dougherty, Philadelphia, Penn.
 Barling, Henry A., trustee, New York, N. Y.
 Ball, Marcus, Troy, N. Y.
 Barringer, Wm., Schenectady, N. Y.
 428 Barrett, Jno. S., Sacramento, Cal.
 Bawne, Wm. F., San Francisco, Cal.
 Crocker, Charles, Sacramento, Cal.; dead.
 Cummings, C. H., Sacramento, Cal.
 Contract & Finance Co., Sacramento, Cal.
 Crocker, E. B., Sacramento, Cal.
 Cole, Cornelius.

Culver, J. H., Sacramento, Cal.
Cronkite, H., Sacramento, Cal.
Converse, Chas. H., Sacramento, Cal.
Chevalier, F., Sacramento, Cal.
Coolot, A., Sacramento, Cal.
Crocker, B. R., Sacramento, Cal.
Campbell, Jas., Sacramento, Cal.
Crocker, L. B., Oswego, N. Y.
Crocker, Mrs. A. E., Oswego, N. Y.
Campbell, D. D., Schenectady, N. Y.
Cain, Nicholas, Schenectady, N. Y.
Colburn, R. T., New York, N. Y.
Cheesman, Geo. W.
Clark, D. L.
Crannell, F. F.
Corning, Erastus.
Cook, T. H.
Crocker, H. S., Sacramento, Cal.
Douglass, W. J., Sacramento, Cal.
Dumant, Alphons., San Francisco, Cal.
Domingos, I., Sacramento, Cal.
Dougherty, C. K., Sacramento, Cal.
Davis, T. T., New York, N. Y.
Deforest, Martin, Schenectady, N. Y.
Douw, V. P., Schenectady, N. Y.
Douw, Helen L., Schenectady, N. Y.
Doty, Abram, Schenectady, N. Y.
Danforth, Cook & Co., Paterson, N. J.
English, W. G., Sacramento, Cal.
Egl, A., Sacramento, Cal.
Evertson, E., Albany, N. Y.
Franchot, Richd., Syracuse, N. Y.
Franchot, Mrs. A., Syracuse, N. Y.
Foye, W. R. S., Sacramento, Cal.
Friend & Terry, Sacramento, Cal.
Floberg, J. P., Sacramento, Cal.
Fitzpatrick, M., Sacramento, Cal.
Foote, L. H., Sacramento, Cal.
Frey, J. M., Sacramento, Cal.
Foster, F., Sacramento, Cal.
Friend, J. S., Sacramento, Cal.
Fisk, Harvey, New York, N. Y.
Gillig, John, Sacramento, Cal.
Gallatin, A. W., Sacramento, Cal.
Gotthold, Gustave, Sacramento, Cal.

- Grimm, C. H., Sacramento, Cal.
Glidden, Mrs. C. C., Boston, Mass.
Glidden, Mrs. E. M., Boston, Mass.
Groot, Simon C., Schenectady, N. Y.
Gilbert, Saml. C., Butternut, N. Y.
Huntington, C. P., New York, N. Y.; dead.
Huntington, C. P., agt., New York, N. Y.; dead.
Harbison, J. C., Sacramento, Cal.
Holmes, E., Sacramento, Cal.
Hector, J., Sacramento, Cal.
Heisch, Aug., Sacramento, Cal.
Heinrich, Chas., Sacramento, Cal.
Heppe, Jacob, Sacramento, Cal.
Hussey, Silas, Jr., Sacramento, Cal.
431 Hillhouse, John, New York, N. Y.
Heacock, Mrs. E. H., Sacramento, Cal.
Hawley, Nathn., Albany, N. Y.
Holbrook, Chas., Sacramento, Cal.
Hollister, J. E.
Hopkins, Mark, Sacramento, Cal.; dead.
Johnson, Peter, Sacramento, Cal.
Johnson, Joel, Sacramento, Cal.
Jobson, C. F., San Francisco, Cal.
Judson, A. B., Mishawaka, Ind.
Krambach, L., Sacramento, Cal.
Kadel, Tobias, Sacramento, Cal.
Kimball, Frank R., Boston, Mass.
Lambard, C. A., Sacramento, Cal.
Loomis, E. J., Sacramento, Cal.
Linton, C. B., Sacramento, Cal.
Lages, Christopher, Sacramento, Cal.
Locke, Geo. S., Sacramento, Cal.
Landon, Fitch, New York, N. Y.
Lathrop, Dan. S., New York, N. Y.
Marsh, Chas., Nevada, Cal.
Miller, E. H., Jr., Sacramento, Cal.; dead.
432 Moore, B. F., Dutch Flat, Cal.
Mills, D. O., & Co., Sacramento, Cal.
McDonald, R. H., Sacramento, Cal.
Mahon, D. W., New York, N. Y.
Mott, E. B., Jr., Sacramento, Cal.
Mier, F., Sacramento, Cal.
Myer, C., Sacramento, Cal.
Muhlenfels, T., Sacramento, Cal.
Meister, Jno., Sacramento, Cal.

Mosier, Saml., Sacramento, Cal.
Melone, Drury, Sacramento, Cal.
Michener, W. P., Sacramento, Cal.
Morris, Wm., Utica, N. Y.
Milligan, Wm. G., Little Falls, N. Y.
Merrill, Ambrose, Sacramento, Cal.
McLane, Charles E., agt., San Francisco, Cal.
McDougall, Mrs. M., New York, N. Y.
Miles, Fredk., Connecticut.
North, A. W., New York, N. Y.
Oatman, Ira E., Sacramento, Cal.
Oettil, Franz, Sacramento, Cal.
Ogden, J. B., New York, N. Y.,
Osborn, Dwight W., Virginia, Nev.
Osborn, John M., New York, N. Y.
Prevost, Mrs. Emma C. M., San Francisco, Cal.
Parks, Jno. C., Dutch Flat, Cal.
Paton, Wm., New York, N. Y.
Paton, Thos., New York, N. Y.
Powell, A. C., Syracuse, N. Y.
Phillips, R. J., New York, N. Y.
Phillips, F. H., Little Falls, N. Y.
Perry, Eli, New York, N. Y.
Painter, U. N., New York, N. Y.
Robinson, Jno. E., New York, N. Y.
Robbins, S. B., Sacramento, Cal.
Rice, H. B., Sacramento, Cal.
Rond, J. S. C., San Francisco, Cal.
Russell, J. D., New York, N. Y.
Robinson, Robt., Sacramento, Cal.
Robinson, Chas. J., Sacramento, Cal.
Stanford, A. P., San Francisco, Cal.
Santa Clara County, California.
Stanford, Chas.
Sargent, A. A., Nevada, Cal.; dead.
Smith, C. W., Grass Valley, Cal.
Sturgeon, E. B., New York, Cal.
Smith, Jno., Sacramento, Cal.
Scheld, Philip, Sacramento, Cal.
Sutter, Chas., Sacramento, Cal.
Schroeder, H., Sacramento, Cal.
Stewart, Thos. K., Sacramento, Cal.
Shew, Jacob, San Francisco, Cal.
Sherman, Chas. Z., New York, N. Y.

- Seaton, Will H., Sacramento, Cal.
 Stewart, David, New York, N. Y.
 Shelton, E. N., New York, N. Y.
 Strahle, Jacob, San Francisco, Cal.
 Schermerhorn, B. J., Schenectady, N. Y.
 Story, A. G., Little Falls, N. Y.
 Small, Isaac, Little Falls, N. Y.
 Sherrill, Chas. H., New York, N. Y.
 Stanford, Leland, Sacramento, Cal.; dead.
 Turner, J. H., Nevada, Cal.
 Terry, M. E., Sacramento, Cal.
 Tillinghast, M. H., San Francisco, Cal.
 Turton, Wm., Sacramento, Cal.
 435 Van Heusen, W. K., Sacramento, Cal.
 Van Rensaellaer, Mrs. I., Morris, Pa.
 Waite, E. G., Nevada, Cal.
 Wetzlar, Julius, Sacramento, Cal.
 Weil, Conrad, Sacramento, Cal.
 Whitman, D. W., Sacramento, Cal.
 Williams, Mrs. E. L. M., Boston, Mass.
 Wycoff, Mrs. C. R., Albany, N. Y.
 Weisel, Christian, Sacramento, Cal.
 Wooster, Benj. W., Albany, N. Y.
 Zumwalt, D. K., Sacramento, Cal.

(The list of stockholders contained in the report of the Central Pacific Railroad Company for the year ending June 30th, 1871, as follows:)

Names of stockholders and residence.

- Bradley & Trim, Dutch Flat.
 Beans, T. E., Nevada.
 Brown, Daniel, Sacramento.
 Barnes, C., Sacramento.
 Burt, B., Sacramento.
 Bellmer & Co., John, Sacramento.
 Burke, Ethelbert, San Francisco.
 436 Barrett, John L., Sacramento.
 Bowne, Wm. F., San Francisco.
 Bender, D. A., Sacramento.
 Brown, William E., Sacramento.
 Blake, G. H.
 Blackwood, William.
 Brooks, T. W.
 Browne, J. M.

Brayton, Mrs. J. H.
Brown, Thomas, San Francisco.
Contract & Finance Co., Sacramento.
Crocker, Charles, Sacramento.
Crocker, E. B., Sacramento.
Cummings, C. H., Sacramento.
Cronkite, H., Sacramento.
Converse, Chas. H., Sacramento.
Chevalier, F., Sacramento.
Coolot, A., Sacramento.
Crocker, B. R., Sacramento.
Campbell, James, Sacramento.
Cook, T. H., Sacramento.
Cotton, D. D., San Francisco.
437 Douglas, W. J., Sacramento.
Dougherty, C. K., Sacramento.
Dumont, Alphonsine, San Francisco.
Dana, Charles.
English, W. J., Sacramento.
Egl, A., Sacramento.
Foye, W. A. L., Sacramento.
Friend & Terry, Sacramento.
Floberg, J. P., Sacramento.
Fitzpatrick, M., Sacramento.
Foote, L. H., Sacramento.
Frey, J. M., Sacramento.
Foster, F., Sacramento.
Friend, J. L., Sacramento.
Flint, J. P.
Gillig, John, Sacramento.
Gallatin, Albert, Sacramento.
Gotthold, Gustave, Sacramento.
Grimm, C. H., Sacramento.
Garratt, W. F.
Huntington, C. P., New York.
Hopkins, Mark, Sacramento.
438 Holmes, E., Sacramento.
Hector, J., Sacramento.
Heinrich, Charles, Sacramento.
Heisch, August, Sacramento.
Harbison, J. L., Sacramento.
Heppe, Jacob, Sacramento.
Hussey, Silas, Jr., Sacramento.
Heacock, E. H., Sacramento.
Holbrook, Charles, Sacramento.

- Hardy, M. C.
Hollister, H. H.
Johnson, Joel, Sacramento.
Krambach, L., Sacramento.
Kadel, Tobias, Sacramento.
Kimball, Frank Reed, Boston, Mass.
Lambard, C. A., Boston, Mass.
Larkin, H. W., Sacramento.
Locke, George L., Sacramento.
Loomis, E. J., Sacramento.
Linton, C. B., Sacramento.
439 Lages, Christopher, Sacramento.
Lander, P. C.
Miller, E. H., Jr., Sacramento.
Marsh, Charles, Nevada.
Moore, B. F., Dutch Flat.
Mills, D. O. & Co., Sacramento.
McDonald, R. H., Sacramento.
Muhlenfels, T., Sacramento.
Meister, John, Sacramento.
Myer, C., Sacramento.
Mosier, Samuel, Sacramento.
Mahon, D. W., New York.
Mott, E. B., Jr., Sacramento.
Melone, Drury, Sacramento.
Michener, W. P., Sacramento.
Merrill, Ambrose, Sacramento.
McLane, C. E., San Francisco.
Madden, Jerome, Sacramento.
Muller, H.
Macken, James.
North, A. W., New York.
Newhall, H. M., P. Donahue, and Chas. Mayne, San Francisco.
440 Oatman, Ira E., Sacramento.
Oettll, Franz, Sacramento.
Osborn, Dwight W., Virginia, Nev.
Parks, John C., Dutch Flat.
Provost, Mrs. Emme C. Morse, San Francisco.
Robinson, John E., New York.
Russell, J. D., New York.
Robinson, Robert, Sacramento.
Robbins, S. B., Sacramento.
Rice, H. B., Sacramento.

Bond, J. P. C., San Francisco.
 Bedding, B. B., Sacramento.
 Rudovich, L.
 Stanford, Leland, Sacramento.
 Stanford, A. P., San Francisco.
 Stanford, Charles.
 Sturgeon, E. B., New York.
 Scheld, Philip, Sacramento.
 Stewart, Thomas K., Sacramento.
 Sherman, C. Z., New York.
 Seaton, Willard H., Sacramento.
 Strahle, Jacob, San Francisco.
 441 Sargent, A. A., Nevada.
 Smith, C. W., Grass Valley.
 Smith, John, Sacramento.
 Sutter, Charles, Sacramento.
 Schroeder, H., Sacramento.
 Shew, Jacob, San Francisco.
 Santa Clara County, California.
 Scudder, C. L., Sacramento.
 Scotchler, J. B.
 Sachs, L. & M., San Francisco.
 Turner, J. N., Nevada.
 Terry, W. E., Sacramento.
 Turton, William, Sacramento.
 Taylor, C.
 Tubbs, Hiram.
 Van Heusen, W. K., Sacramento.
 Waite, E. G., Nevada.
 Wetzlar, Julius, Sacramento.
 Weil, Conrad, Sacramento.
 Whitmore, D. W., Sacramento.
 Woods, Samuel.
 Zumwalt, D. K., Sacramento.

442 (The list of stockholders contained in the annual report of
 the Central Pacific Railroad Company for the year ending
 June 30th, 1872, is as follows:)

Names of stockholders and residence.

Bradley & Trim, Dutch Flat.
 Beans, T. E., Nevada.
 Brown, Daniel, Sacramento.
 Barnes, C., Sacramento.
 Burt, B., Sacramento.

- Bellmer & Co., John, Sacramento.
Burke, Ethelbert, San Francisco.
Barrett, John L., Sacramento.
Browne, Wm. F., San Francisco.
Bender, D. W., Sacramento.
Brown, William E., Sacramento.
Blake, G. M.
Blackwood, William.
Brooks, T. W.
Browne, J. N.
Brayton, Mrs. J. H.
Brown, Thomas, San Francisco.
Contract & Finance Co., Sacramento.
Crocker, Charles, Sacramento.
443 Crocker, E. B., Sacramento.
Cummings, C. H., Sacramento.
Culver, J. H., Sacramento.
Cronkite, H., Sacramento.
Converse, Chas. H., Sacramento.
Chevalier, F., Sacramento.
Coolot, A., Sacramento.
Crocker, B. R., Sacramento.
Campbell, James, Sacramento.
Cook, T. H., Sacramento.
Cotton, D. D., San Francisco.
Douglas, W. J., Sacramento.
Dougherty, C. K., Sacramento.
Dumant, Alphonsine, San Francisco.
Dana, Charles.
English, W. G., Sacramento.
Egl, A., Sacramento.
Foye, W. R. S., Sacramento.
Friend & Terry, Sacramento.
Floberg, J. P., Sacramento.
Fitzpatrick, M., Sacramento.
Foote, L. H., Sacramento.
Frey, J. M., Sacramento.
444 Foster, F., Sacramento.
Friend, J. L., Sacramento.
Flint, J. P.
Gillig, John, Sacramento.
Gallatin, Albert, Sacramento.
Gotthold, Gustave, Sacramento.
Grimm, C. H., Sacramento.
Garratt, W. F.

- Huntington, C. P., New York.
Hopkins, Mark, Sacramento.
Holmes, E., Sacramento.
Hector, J., Sacramento.
Heinrich, Charles, Sacramento.
Heisch, August, Sacramento.
Harbison, J. L., Sacramento.
Heppe, Jacob, Sacramento.
Hussey, Silas, Jr., Sacramento.
Heacock, E. H., Sacramento.
Holbrook, Charles, Sacramento.
Hardy, M. C.
Hollister, H. H.
Johnson, Joel, Sacramento.
Krambach, L., Sacramento.
445 Kadel, Tobias, Sacramento.
Kimball, Frank Reed, Boston, Mass.
Lambard, C. A., Boston, Mass.
Larken, H. W., Sacramento.
Locke, George S., Sacramento.
Loomis, E. J., Sacramento.
Linton, C. B., Sacramento.
Lages, Christopher, Sacramento.
Lander, P. C.
Miller, E. H., Jr., Sacramento.
Marsh, Charles, Nevada.
Moore, B. F., Dutch Flat.
Mills, D. O., & Co., Sacramento.
McDonald, R. H., Sacramento.
Muhlenfels, T., Sacramento.
Meister, John, Sacramento.
Myer, C., Sacramento.
Mosier, Samuel, Sacramento.
Mahon, D. W., New York.
Mott, E. B., Jr., Sacramento.
Melone, Drury, Sacramento.
Marshall, Thomas, Sacramento.
446 Merrill, Ambrose, Sacramento.
McLane, C. E., San Francisco.
Madden, Jerome, Sacramento.
Muller, H.
Macken, James.
North, A. W., New York.
Newhall, H., M. P. Donahue, and Chas. Mayne, San Francisco.

- Oatman, Ira E., Sacramento.
Oettll, Franz, Sacramento.
Osborn, Dwight W., Virginia, Nev.
Parks, John C., Dutch Flat.
Provost, Mrs. Emma C. Morse, San Francisco.
Robinson, J. E., New York.
Russell, J. D., New York.
Robinson, Robert, Sacramento.
Robbins, S. B., Sacramento.
Rice, H. B., Sacramento.
Rond, J. P. C., San Francisco.
Redding, B. B., Sacramento.
Rudovich, L.
Stanford, Leland, Sacramento.
Stanford, A. P., San Francisco.
Stanford, Charles.
447 Sturgeon, E. B., New York.
Scheld, Philip, Sacramento.
Stewart, Thomas K., Sacramento.
Sherman, C. P., New York.
Seaton, Willard H., Sacramento.
Strahle, Jacob, San Francisco.
Sargent, A. A., Nevada.
Smith, C. W., Grass Valley.
Smith, John, Sacramento.
Sutter, Charles, Sacramento.
Schroeder, H., Sacramento.
Shew, Jacob, San Francisco.
Santa Clara County, California.
Scudder, C. L., Sacramento.
Scotchler, J. B.
Sachs, L. & M., San Francisco.
Turner, J. N., Nevada.
Terry, W. E., Sacramento.
Turton, William, Sacramento.
Taylor, C.
Tubbs, Hiram.
Van Heusen, W. K., Sacramento.
Waite, E. G., Nevada.
448 Wetzlar, Julius, Sacramento.
Weil, Conrad, Sacramento.
Whitmore, D. W., Sacramento.
Woods, Samuel.
Zumwalt, D. K., Sacramento.

The list of stockholders contained in the annual report of the
Central Pacific Railroad Company, for the year ending June 30th,
(is as follows:)

Names of stockholders and residence.

Art, B., Sacramento.
Bellmer & Co., John, Sacramento.
Burke, Ethelbert, San Francisco.
Carrett, John S., Sacramento.
Crowne, Wm. F., San Francisco.
Crender, D. A., Sacramento.
Crown, William E., Sacramento.
Lake, G. M.
Lackwood, William.
Rooks, T. W.
Crowne, J. W.
Rayton, Mrs. J. H.
Brown, Thomas, San Francisco.
Contract & Finance Co., Sacramento.
Crocker, Charles, Sacramento.
Crocker, E. B., Sacramento.
Cummings, C. H., Sacramento.
Chevalier, F., Sacramento.
Coolot, A., Sacramento.
Crocker, B. R., Sacramento.
Campbell, James, Sacramento.
Cook, J. H., Sacramento.
Cotton, D. D., San Francisco.
Cougherty, C. K., Sacramento.
Cgl, A., Sacramento.
Coye, W. R. T., Sacramento.
Friend & Terry, Sacramento.
Crey, J. M., Sacramento.
Coster, F., Sacramento.
Friend, J. L., Sacramento.
Cillig, John, Sacramento.
Callatin, Albert, Sacramento.
Carratt, W. T.
Cates, Isaac E., New York.
Cuntington, C. P., New York.
Hopkins, Mark, Sacramento.
Heinrich, Charles, Sacramento.
Harbison, J. S., Sacramento.
Inasey, Silas, Jr., Sacramento.

Heacock, E. H., Sacramento.
Holbrook, Charles, Sacramento.
Hardy, M. C.
Hollister, H. H.
Johnson, Joel, Sacramento.
Kimball, Frank Reed, Boston, Mass.
Lambard, C. A., Boston, Mass.
Larkin, H. W., Sacramento.
Locke, George S., Sacramento.
Miller, E. H., Jr., Sacramento.
Mills, D. O., & Co., Sacramento.
McDonald, R. H., Sacramento.
Mahon, D. W., New York.
Mott, E. B., Jr., Sacramento.
Melone, Drury, Sacramento.
Marshall, Thomas, Sacramento.
Merrill, Ambrose, Sacramento.
McLane, E. E., agent, San Francisco.
Madden, Jerome, Sacramento.
Muller, H.

Macken, James.

451 North, A. W., New York.

Newhall, H., M. P. Donahue, and Chas. Mayne, San Francisco.

Osborn, Dwight W., Virginia City.

Parks, John C., Dutch Flat.

Provost, Mrs. Emma C. Morse, San Francisco.

Robinson, J. E., New York.

Russell, J. D., New York.

Robinson, Robert, Sacramento.

Redding, B. B., Sacramento.

Rudovich, L.

Stanford, Leland, Sacramento.

Stanford, A. P., San Francisco.

Stanford, Charles.

Sturgeon, E. B., New York.

Scheld, Philip, Sacramento.

Stewart, Thomas K., Sacramento.

Sherman, C. Z., New York.

Seaton, Willard H., Sacramento.

Strahle, Jacob, San Francisco.

Scotchler, J. B.

Sachs, L. & M., San Francisco.

Terry, W. E., Sacramento.

Turton, William, Sacramento.

482 Taylor, C.
Tubbs, Hiram.
Weil, Conard, Sacramento.
Whitmore, D. W., Sacramento.
Woods, Samuel.
Zamwalt, D. K., Sacramento.

(The list of stockholders contained in the copy of the annual report of the Central Pacific Railroad for the year ending June 30, 1874, is as follows:)

Names of stockholders and residence.

Alderson, F. S., Sacramento.
Adams, E. E., New York.
Ahrweiler, Leopold, New York.
Burt, B., Sacramento.
Brown, W. E., San Francisco.
Blake, G. M.
Blackwood, Wm.
Brayton, Mrs. J. H.
Bailey, Chas. A., Sacramento.
Contract & Finance Co., San Francisco.
Crooker, Charles, San Francisco.
Crocker, E. B., Sacramento.
483 Cummings, C. H., Sacramento.
Chevalier, F., San Francisco, 246 Mission.
Coolot, A., Sacramento.
Corning, John, San Francisco, Underwood Bldg.
Cheeney, Ansel B., Sacramento.
Curtis, W. R., New York.
Dougherty, C. K., Sacramento.
Dunworth, Thomas, Sacramento.
Egl, A., Sacramento.
Foye, W. R. S., Sacramento.
Friend & Terry, Sacramento.
Foster, F., Sacramento.
Friend, J. S., Sacramento.
Folsom, L. D., Sacramento.
Gillig, John, Sacramento.
Gallatin, Albert, Sacramento.
Gates, Isaac E., New York.
Gage, S. T., San Francisco.
Huntington, C. P., New York.
Hopkins, Mark, San Francisco.
Hopkins, Moses.

- Hopkins, E. W., San Francisco.
Hall, R. H., Sacramento.
- 454 Harbison, J. S., Sacramento.
Holbrook, Charles, Sacramento.
Huntington, C. P., agent, New York.
Hollister, H. H.
Ingram, Wm. Jr., Sacramento.
Kimball, Frank Reed, Boston.
Knickerbocker & Co., New York.
Miller, E. H., Jr., San Francisco.
McDonald, R. H., New York.
Mahon, D. W., New York.
McLane, E. E., agt.
Merrill, Ambrose, Sacramento.
Madden, Jerome, San Francisco.
Muller, H.
Macken, James.
Miller, E. S., San Francisco.
Miller, John, San Francisco.
McCullough, A. D. W., San Francisco.
McKeon, W. C., New York.
North, A. W., New York.
Philips, R. J., New York.
Parks, John C.
Preece, A. R., San Francisco.
- 455 Porter, William, New York.
Pardee, E. H., New York.
Robinson, J. E., San Francisco.
Robinson, Robert, San Francisco.
Redding, B. B., San Francisco.
Russell, J. D., estate of, New York.
Stanford, Leland, San Francisco.
Stanford, A. P., San Francisco.
Stanford, Charles.
Sturgeon, E. B.
Scheld, Philip, Sacramento.
Stewart, Thomas K., Sacramento.
Sherman, C. Z.
Seaton, Williard H., San Francisco (M. & S.), 531 Clayton.
Scotcher, J. B.
Sachs, L. & M., San Francisco.
Safford, G. W., Sacramento.
Seaman, J. A., Sacramento.
Seaton, H. H., San Francisco.
Scudder, Mrs. Mary, Sacramento.

St. John, E., New York.
 Terry, W. E., Sacramento.
 Turton, William, Sacramento.
 456 Towne, A. W., San Francisco.
 Tracy, James J., New York.
 Torbert, Chas. J., San Francisco.
 Tompkins, W. A., New York.
 Van Doren, C. A.
 Weil, Conrad, Sacramento.
 Woods, Samuel, San Francisco.
 Watson, J. R., Sacramento.
 Welch, Benjamin, Sacramento.
 Zumwalt, D. K., Sacramento.
 Zeitler, Charles, Sacramento.
 Lambard, C. A., Boston.
 Osborn, D. W., Virginia, Nev.
 Schaw, Wm., Sacramento.

457 (The list of stockholders contained in the copy of the annual report of the Central Pacific Railroad Company for the year ending June 30th, 1875, is as follows:)

Names of stockholders and residence.

Alderson, F. S., Sacramento.
 Adams, E. E., New York.
 Ahrueler, Leopold, New York.
 Brown, Wm. E.
 Blake, G. M.
 Blockwood, Wm.
 Brayton, Mrs. J. H.
 Bown, Mrs. E. L., San Francisco.
 Dod, S. B., trustee, New York.
 Bailey, Chas. A., Sacramento.
 Contract and Finance Co., San Francisco.
 Crocker, Charles, Sacramento.
 Crocker, E. B., Sacramento.
 Cummings, C. H., Sacramento.
 Chevalier, F., San Francisco, The Co., 246 Mission.
 Coolot, A., Sacramento.
 Corning, John, San Francisco.
 Cheeney, A. B. Sacramento.
 458 Curtis, W. R., New York.
 Dougherty, C. H., Sacramento.
 Dunworth, Thomas, Sacramento.
 Egl, A., Sacramento.

- Foye, W. R. S., Sacramento.
Foster, F., Sacramento.
Folsom, L. D., Sacramento.
Gallatin, Albert, Sacramento.
Gates, Isaac E., New York.
Gage, S. T., Sacramento.
Huntington, C. P., New York.
Hopkins, Mark, San Francisco.
Hopkins, Moses.
Hopkins, E. W., San Francisco, 354 Pine.
Hall, R. H., Sacramento.
Harbison, J. S., Sacramento.
Holbrook, Charles, Sacramento.
Huntington, C. P., agent, New York.
Hollister, H. H.
Ingram, Wm., Jr., Sacramento.
Kimball, F. R., Boston.
Knickerbocker and Co., New York.
459 Lambard, C. A., Boston.
Miller, E. H., Jr., San Francisco.
McDonald, R. H., New York.
Mahon, D. W., New York.
McLane, O. E., agent.
Murill, Ambrose.
Madden, Jerome, San Francisco.
Miller, H.
Macken, James.
Miller, E. S., San Francisco.
McCullough, A. D. W., San Francisco.
McKeon, W. C., New York.
North, A. W., New York.
Osborn, D., Virginia City, Nev.
Phillips, R. J., New York.
Parks, Jno. C., New York.
Preece, A. R., San Francisco.
Porter, Wm., New York.
Pardee, E. H., New York.
Robinson, J. E., San Francisco.
Robinson, Robt., San Francisco.
Russell, J. D., estate of, New York.
460 Stanford, Leland, trustee.
Stanford, A. P.
Stanford, Charles.
Sturgeon, E. B.
Scheld, Philip, Sacramento.

Stewart, F. H., Sacramento,
Sherman, F. Z.
Seaton, W. H., San Francisco.
Scotcher, J. B.
Sachs, L. and W., San Francisco.
Safford, G. W., Sacramento.
Seaman, J. A., Sacramento.
Seaton, H. H., San Francisco.
Schaw, Wm., Sacramento.
Sudder, Mrs. Mary, Sacramento.
St. John, E., New York.
Turton, Wm., Sacramento.
Towne, A. N., San Francisco.
Tracy, J. J., New York.
Torbert, C. J., San Francisco.
Tompkins, W. A., New York.
 Van Doren, C. A.
41 Weil, Conrad, Sacramento.
 Woods, Samuel, Sacramento.
Watson, J. B., Sacramento.
Welch, Benjamin, Sacramento.
Zumwalt, D. K., Sacramento.
Zeitler, Charles, Sacramento.

(The list of stockholders contained in the annual report of the
Central Pacific Railroad Company for the year ending June 30th,
1876, is as follows:)

Names of stockholders and residence.

Alderson, F. S., Sacramento.
Adams, E. E., New York.
Ahrweiler, Leopold, New York.
Brown, Wm. E.
Blake, G. M.
Blackwood, Wm.
Brayton, Mrs. J. H.
Bowne, Mrs. E. L., San Francisco.
Bailey, Chas. A., Sacramento.
Crocker, Charles, San Francisco.
Crocker, E. B.
 Cummings, C. H., Sacramento.
12 Chevalier, F., San Francisco.
 Coolot, A., Sacramento.

- Corning, John, San Francisco.
Cheeney, A. B., Sacramento.
Colton, David D., San Francisco.
Curtis, W. A., New York.
Dougherty, C. K., Sacramento.
Dod, S. B., trustee, New York.
Dunworth, Thomas, Sacramento.
Egl, A., Sacramento.
Evertsen, E., Albany, N. Y.
Foye, W. R. S., Sacramento.
Foster, F., Sacramento.
Folsom, L. D., Sacramento.
Gallatin, Albert, Sacramento.
Gates, Isaac E., New York, 15 W. 81st St.
Gage, S. T., San Francisco, asst. to prest. S. P., Oakland.
Gallier, John.
Huntington, C. P., New York.
Hopkins, Mark, San Francisco.
Hopkins, Moses.
Hopkins, E. W., San Francisco, 354 Pine.
463 Harbison, J. S., Sacramento.
Holbrook, Charles, Sacramento.
Huntington, C. P., agent, New York.
Hollister, H. H.
Ingram, Wm., Jr., Sacramento.
Kimball, F. R., Boston.
Knickerbocker & Co., New York.
Lambard, C. A., Boston.
Miller, E. M., Jr., San Francisco.
McDonald, R. N., New York.
Mahon, D. W., New York.
McLane, C. E., agt.
Merrill, Ambrose.
Madden, Jerome, San Francisco.
Muller, H.
Macken, James, 73 Sanchez.
Miller, E. S., San Francisco.
McCullough, A. D. W., San Francisco.
McKeon, W. C., New York.
Moody, William.
North, A. W., New York.
Osborn, D., Virginia City, Nev.
Phillips, R. J., New York.
464 Parker, Jno. C., New York.
Preece, A. R., San Francisco.

Porter, Wm., New York.
 Pardee, E. H., New York.
 Phillips, D. F.
 Robinson, J. E., San Francisco.
 Robinson, Robt., San Francisco.
 Russell, J. D., estate of, New York.
 Stanford, Leland, San Francisco.
 Stanford, Leland, trustee, San Francisco.
 Stanford, A. P.
 Stanford, Charles.
 Sturgeon, E. B.
 Scheld, Philip, Sacto Bank, Sacramento.
 Stewart, F. K., Sacramento.
 Sherman, F. Z.
 Seaton, W. N., San Francisco.
 Scotchler, J. B.
 Sachs, L. and M., San Francisco.
 Safford, G. W., Sacramento.
 Seaman, J. A., Sacramento.
 Seaton, H. H., San Francisco, M. & S., 531 Clayton.
 Schaw, Wm., Sacramento.
 Scudder, Mrs. Mary, Sacramento.
 St. John, E., New York.
 Turton, Wm., Sacramento.
 Towne, A. N., San Francisco.
 Tracy, J. J., New York.
 Torbert, C. J., San Francisco.
 Tompkins, W. H.; New York.
 Van Doren, C. A.
 Weil, Conrad, Sacramento.
 Woods, Samuel, San Francisco.
 Watson, J. R., Sacramento.
 Welch, Benjamin, Sacramento.
 Zumwalt, D. K., Sacramento.
 Zeitler, Charles, Sacramento.

The list of stockholders contained in the copy of the annual report
 the Central Pacific Railroad Company for the year ending June
 1877, is as follows:

Names of stockholders and residence.

Alderson, F. S., Sacramento.
 Adams, E. E., New York.
 Ahweiler, Leopold, New York.
 Brown, Wm. E., dir. S. P., '88.

- Blake, G. M.
Brown, Mrs. E. L., San Francisco.
Bailey, Chas. A., Sacramento.
Crocker, Charles, San Francisco.
Crocker, E. B.
Crocker, Charles F., San Francisco.
Cummings, C. H., Sacramento.
Chevalier, F., San Francisco.
Coolot, A., Sacramento.
Corning, John, San Francisco.
Cheney, A. B., Sacramento.
Colton, David D., San Francisco.
Curtis, W. R., New York.
Dougherty, C. K., Sacramento.
Dod, S. B., trustee, New York.
Dunworth, Thomas, Sacramento.
Egl, A., Sacramento.
Evertsen, E., Albany, N. Y.
Foye, W. R. S., Sacramento.
Forster, F., Sacramento.
Folsom, L. D., Sacramento.
467 Gallatin, Albert, Sacramento.
Gates, Isaac E., New York.
Gage, S. T., San Francisco.
Galletin, John.
Huntington, C. P., New York.
Hopkins, Mark, San Francisco.
Hopkins, Moses.
Hopkins, E. W., San Francisco.
Hall, R. H., Sacramento.
Harbison, J. S., Sacramento.
Holbrook, Charles, Sacramento.
Ingram, Wm., Jr., Sacramento.
Kimball, F. R., Boston.
Knickerbocker & Co., New York.
Miller, E. H., Jr., San Francisco.
McDonald, R. H., New York.
McLane, C. E., agt.
Merrill, Ambrose.
Madden, Jerome, San Francisco.
Muller, H., 89 Broadway.

Macken, James.

Miller, E. S., San Francisco.

McCullough, A. D. W., San Francisco.

468 McKeon, W. C., New York.

Moody, William.

North, A. W., New York.

Osborn, D., Virginia City, Nev.

Phillips, R. J., New York.

Parkes, Jno. C., New York.

Preece, A. R., San Francisco.

Porter, Wm., New York.

Pardee, E. H., New York.

Phillips, D. T.

Robinson, J. E., San Francisco.

Robinson, Robt., San Francisco.

Russel, J. D., estate of, New York.

Stanford, Leland, San Francisco.

Stanford, Leland, trustee, San Francisco.

Stanford, A. P.

Sturgeon, E. B.

Scheld, Philip, Sacramento.

Stewart, T. K., Sacramento.

Seaton, H. H., San Francisco.

Scotchler, J. B.

Sachs, L. & M., San Francisco.

469 Safford, G. W., Sacramento.

Seaman, J. A., Sacramento.

Seaton, H. H., San Francisco.

Schaw, Wm., Sacramento.

Scudder, Mrs. Mary, Sacramento.

St. John, E., New York.

Turton, Wm., Sacramento.

Towne, A. N., San Francisco.

Tracy, J. J., New York.

Torbert, C. J., San Francisco.

Tompkins, W. A., New York.

Van Doren, C. A.

Weil, Conrad, Sacramento.

Watson, J. R., Sacramento.

Welch, Benjamin, Sacramento.

Zumwalt, D. K., Sacramento.

Zeitler, Charles, Sacramento.

(Comprising extracts from photographic copies certified by the Secretary of the Interior August 31, 1914, of annual reports filed by the Southern Pacific Railroad Company from 1868 to 1877.)

(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company, dated September 11, 1868, is as follows:)

Names and residence.

- Lloyd Tevis, San Francisco, California; dead.
- C. I. Hutchinson, San Francisco, California.
- B. G. Lathrop, San Francisco, California.
- J. B. Cox, San Francisco, California.
- John F. Sears, San Francisco, California.
- L. Upson, San Francisco, California.
- W. B. Carr, San Francisco, California.
- T. B. Shannon, San Francisco, California.
- Charles Mayne, San Francisco, California.
- Lewis Cunningham, San Francisco, California.
- Estate of B. W. Hathaway (deceased), late of San Francisco, California.
- T. G. Phelps, San Mateo, California.
- W. S. Rosecrans, Cincinnati, Ohio.
- 471 Wm. T. Coleman, New York, New York.
- B. D. Murphy, Santa Clara Co., California.
- James P. Luce, New Albany, Indiana.
- Edgar Mills, Sacramento, California.
- Charles F. Reed, Yolo County, California.

(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company, dated November 12, 1869, is as follows:)

Names and residence.

- Lloyd Tevis, San Francisco, California.
- Henry E. Robinson, San Francisco, California.
- Wm. E. Barron, San Francisco, California.
- D. O. Mills, San Francisco, California.
- Thomas Bell, San Francisco, California.
- Lewis Cunningham, San Francisco, California.
- William B. Carr, San Francisco, California.
- A. E. Head, San Francisco, California.
- B. B. Minor, San Francisco, California.
- Edgar Mills, Sacramento, California.

472 (The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company, dated September 30, 1870, is as follows:)

Names and residence.

Lloyd Tevis, San Francisco, California.
J. B. Haggin, San Francisco, California.
Wm. E. Barron, San Francisco, California.
D. O. Mills, San Francisco, California.
Thomas Bell, San Francisco, California.
Wm. B. Carr, San Francisco, California.
A. E. Head, San Francisco, California.
B. B. Minor, San Francisco, California.
Edgar Mills, Sacramento, California.

(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ending June 30, 1871, is as follows:)

Names and residence.

Leland Stanford, Sacramento, California.
Chas. Crocker, Sacramento, California.
C. P. Huntington, New York, N. Y.
Mark Hopkins, Sacramento, California.
473 Charles Mayne, San Francisco, California.
Peter Donahue, San Francisco, California.
A. E. Head, San Francisco, California.
Lloyd Tevis, San Francisco, California.
H. M. Newhall, San Francisco, California.
County of San Mateo, California.

(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ending June 30, 1872, is as follows:)

County of San Mateo, California.
Contract & Finance Co., Sacramento, Cal.
Charles Crocker, Sacramento, Cal.
Peter Donahue, San Francisco, Cal.
C. P. Huntington, New York, N. Y.
Mark Hopkins, Sacramento, Cal.
A. E. Head, San Francisco, Cal.
Charles Mayne, San Francisco, Cal.

H. M. Newhall, San Francisco, Cal.

Leland Stanford, Sacramento, Cal.

Lloyd Tevis, San Francisco, Cal.

J. L. Willcutt, San Francisco, Cal.

- 474 (The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ending June 30, 1873, is as follows:)

County of San Mateo, California.

Contract & Finance Co., Sacramento, Cal.

Chas. Crocker, Sacramento, Cal.

Peter Donahue, San Francisco, Cal.

C. P. Huntington, New York.

Mark Hopkins, Sacramento, Cal.

A. E. Head, San Francisco, Cal.

Chas. Mayne, San Francisco, Cal.

H. M. Newhall, San Francisco, Cal.

Leland Stanford, Sacramento, Cal.

Lloyd Tevis, San Francisco, Cal.

J. L. Willcutt, San Francisco, Cal.

- 474a (The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ending June 30, 1874, is as follows:)

County of San Mateo, California.

Contract & Finance Compy., San Francisco, Cal.

Chas. Crocker, San Francisco, Cal.

D. D. Colton, San Francisco, Cal.

B. R. Crocker, Sacramento, Cal.

W. R. S. Foye, Sacramento.

S. T. Gage, Virginia City, Nevada.

Albert Gallatin, Sacramento, Cal.

C. P. Huntington, New York, N. Y.

Mark Hopkins, Sacramento, Cal.

A. E. Head, San Francisco, Cal.

E. W. Hopkins, Sacramento, Cal.

E. H. Miller, Jr., San Francisco, Cal.

Chas. Mayne, San Francisco, Cal.

Robert Robinson, Sacramento, Cal.

E. I. Robinson, Sacramento, Cal.

- 475 B. B. Redding, San Francisco, Cal.

Leland Stanford, Sacramento, Cal.

Lloyd Tevis, San Francisco, Cal.

J. L. Willcutt, San Francisco, Cal.

(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ending June 30, 1875, is as follows:)

County of San Mateo, California.
Contract & Finance Compy., San Francisco, Cal.
Chas. Crocker, San Francisco, Cal.
David D. Colton, San Francisco, Cal.
B. R. Crocker, Sacramento, Cal.
C. H. Cummings, Sacramento, Cal.
W. B. S. Foye, Sacramento, Cal.
S. T. Gage, San Francisco, Cal.
Albert Gallatin, Sacramento, Cal.
C. P. Huntington, New York, N. Y.
Mark Hopkins, San Francisco, Cal.
A. E. Head, San Francisco, Cal.
E. W. Hopkins, San Francisco, Cal.
E. H. Miller, Jr., San Francisco, Cal.
476 Jos. Huber, Jr., Los Angeles, Cal.
J. A. Hayward.

Robert Robinson, San Francisco, Cal.
E. I. Robinson, San Francisco, Cal.
B. B. Redding, San Francisco, Cal.
N. T. Smith, San Francisco, Cal.
Leland Stanford, San Francisco, Cal.
Lloyd Tevis, San Francisco, Cal.
J. L. Willcutt, San Francisco, Cal.
W. Woodworth, Los Angeles, Cal.
(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ending June 30, 1876, is as follows:)

Charles Crocker, San Francisco, Cal.
David D. Colton, San Francisco, Cal.
Edward M. Dunbar, Connecticut.
S. T. Gage, San Francisco, Cal.
Isaac E. Gates, New York.
C. P. Huntington, New York.
Mark Hopkins, San Francisco, Cal.
E. H. Miller, Jr., San Francisco, Cal.
477 H. M. Newhall, San Francisco, Cal.
E. H. Pardee, New York.

Wm. Porter, Connecticut.
Robert Robinson, San Francisco, Cal.
N. T. Smith, San Francisco, Cal.
Leland Stanford, San Francisco, Cal.

J. L. Willcutt, San Francisco, Cala.

Western Development Co., San Francisco, Cala.

(The list of stockholders contained in the copy of the annual report of the Southern Pacific Railroad Company for the year ended June 30, 1877, is as follows:)

Charles Crocker, California.

Chas. F. Crocker, California.

David D. Colton, California.

Edward M. Dunbar, Connecticut.

Issac E. Gates, New York.

S. T. Gage, California.

C. P. Huntington, New York.

Mark Hopkins, California.

E. H. Miller, Jr., California.

H. M. Newhall, California.

478 E. H. Pardee, New York.

Wm. Porter, Connecticut.

Robert Robinson, California.

N. T. Smith, California.

Leland Stanford, California.

J. L. Willcutt, California.

Western Development Co., California.

479 PETITIONER'S EXHIBIT No. 17, SEPTEMBER 21, 1914.

Central Pacific Railroad Company, stockholders' meeting held April 12, 1898.

SAN FRANCISCO, CAL., *April 12, 1898.*

The annual meeting of the stockholders of the Central Pacific Railroad Company was held this day in the office of the company, pursuant to the by-laws and notices duly published.

Mr. Isaac L. Requa, president, took the chair and called the meeting to order.

Messrs. William H. Mills, Charles P. Eells, and Stephen T. Gage having been duly elected judges of election at a meeting of the board of directors held March 10, 1898, opened the polls and received the ballots for directors of the following named persons for the number of shares of stock set opposite the names of each, respectively:

480	Banburg.....	332,5
	Stanford.....	32,9
	Huntington.....	92,5
	Bretherton.....	32,5
	Lansing, Est. & Misc.....	
	P. J. Co.....	2

Name.	Authority.	Number of shares.
Central Pacific Railroad Shareholding Company (Limited).	W. Steel, proxy.....	332, 509
L. Stanford, dead.....	Jane L. Stanford, extx....	4, 983
Jane L. Stanford, executrix.....	Self (32973).....	27, 990
C. H. Adams, 144 Eddy.....	C. P. Huntington, proxy..	1, 600
S. A. Blend, clerk Huntington's office.....	do.....	4, 680
I. F. Clinch.....	do.....	4, 120
Thomas M. Coyne.....	do.....	1, 340
J. J. Coyne.....	do.....	11, 930
F. H. Davis, broker, New York.....	do.....	610
John H. Davis, 1940 Van Ness.....	do.....	2, 170
George E. Dimock.....	do.....	100
George E. Downs.....	do.....	470
I. E. Gates, 15 W. 81st St., New York.....	do.....	500
H. M. Hoyt.....	do.....	140
C. P. Huntington, dead.....	Self.....	100
H. E. Huntington, defendant.....	do.....	360
E. D. Lacy.....	C. P. Huntington, proxy..	2, 340
E. H. Pardee, clerk to Huntington.....	do.....	5, 250
D. A. Rose, clerk to Huntington.....	do.....	21, 130
Wm. Shillaber.....	do.....	5, 520
41 A. K. Vandeventer, treas., N. York.....	do.....	11, 650
S. A. Vanderveer.....	do.....	14, 459
W. A. Weber, musician, 3294 (?) 26th.....	do.....	4, 040
H. V. Allen.....	Charles P. Eells, proxy..	10
James Arnold.....	do.....	20
Joseph Boyle.....	do.....	20
C. E. Bretherton, dead (?).....	do.....	31, 383
E. J. McCutchen, McCutcheon, Olney & Willard.....	do.....	10
Percy M. Burton.....	do.....	20
Alexander Cleland, 772 Clementina.....	do.....	300
James Dalrymple.....	do.....	40
Charles H. Krohne.....	do.....	30
Charles Page, 312 Mason.....	do.....	10
Patterson, Newlands & Co.....	do.....	10
Jon. Robinson.....	do.....	100
Alfred Robson.....	do.....	30
E. T. Scott, chm'n of b'd, Merc. Nat. B'k, P. T. & T. Co.....	do.....	10
Horace W. Snow.....	do.....	70
Thomas W. Sorby.....	do.....	160
Ed. Stevens, Edw. D., engr., 25 (?) San Carlos Ave.....	do.....	20
H. B. Thomas & Co., C. H. brokers, 510 Battery.....	do.....	90
E. L. Griffiths.....	do.....	10
John W. H. Greene, Jno. W., 231 Gough.....	do.....	10
42 J. H. Freeman.....	do.....	60
W. H. Forster.....	do.....	100
Jane Fearnside.....	do.....	50
Charles P. Eells, atty. Ins. Ex. Bldg.....	Self.....	10
Isaac L. Requa, prest. C. P.....	do.....	1
Wm. H. Mills, Mrs. Elizabeth, 306 Laurel land agent C. P. & director.....	do.....	1
W. M. Thompson, secy. S. P. Co.....	do.....	1
N. T. Smith, treas. S. P. Co., dead.....	do.....	14
G. L. Lansing, secy. & controller S. P. Co., dead.....	E. C. Wright, extr.....	3
Pacific Improvement Company.....	F. S. Douty, secretary, dir. S. P. Co., dead.....	203
Total.....		490, 787

At three (3) o'clock p. m. the polls were closed, the judges of election counted and canvassed the votes and declared the result, as follows:

STATE OF CALIFORNIA,

City and county of San Francisco, ss:

We, the undersigned, judges of election at the election held at the annual meeting of the stockholders of the Central Pacific Railroad Company, in the city and county of San Francisco, on the 12th day of April, 1898, hereby certify that we have received, counted, and canvassed the votes cast; that the whole number of votes cast was 490,787; that the following-named persons received the number of votes set opposite the name of each for director of said company, to wit:

1. Isaac L. Requa received 490,787 votes. Dead.
2. Wm. H. Mills received 490,787 votes. Dead.
3. C. E. Bretherton received 490,787 votes. Dead.
4. F. E. Spencer received 490,787 votes. Dead.
5. Charles P. Eells received 490,787 votes. San Fran.
6. J. C. Kirkpatrick received 490,787 votes. Dead.
7. W. M. Thompson received 490,787 votes. (?)

And we further certify that the above-named persons having received all the votes cast, the same being a majority of all the capital stock of the company, were duly elected directors for the ensuing year.

[Corporate seal.]

WM. H. MILLS,
Judge of Election.
CHAS. P. EELLS,
Judge of Election.
S. T. GAGE,
Judge of Election.

Attest:

W. M. THOMPSON, *Secretary.*

There being no further business, the minutes were read and approved and the meeting adjourned.

484 I, W. M. Thompson, secretary of the Central Pacific Railroad Company, do hereby certify that the foregoing is a full, true, and correct copy of the minutes of the annual meeting of the stockholders of said company held in the office of the company on the twelfth (12) day of April, 1898, as appears by the record of the proceedings of the board of directors of said company in my custody as said secretary.

In witness whereof I have hereunto set my hand and affixed the corporate seal of said Central Pacific Railroad Company this twenty-first (21) day of January, A. D. 1899.

W. M. THOMPSON, *Secretary*.

[Central Pacific Railroad Company. Seal.]

485 PETITIONER'S EXHIBIT No. 18, SEPTEMBER 21, 1914.

[Extract from the executive documents of the Senate of the United States for the first session of the Fiftieth Congress, 1887-88, volume 5, pages 4258 and 4259.]

Agreement of the Transcontinental Association.

Resolved: (1) San Francisco and Portland shall be regarded as common points in the matter of rates to and from eastern common or competitive points.

(2) The through rates via all routes to and from Portland via San Francisco and to and from San Francisco via Portland shall be the same upon business exchanged with eastern common or competitive points in the United States or Canadas.

(3) All business passing through San Francisco to or from points north of the Oregon-California State line shall be delivered to the line of the Oregon Railway and Navigation Company, Pacific Coast Steamship Company, or Oregon Improvement Company, in consideration of which the companies named will give to the southern routes a rebate of 20 per cent from the tariff rate—which shall not be increased—between San Francisco or Portland and points north.

486 It is further agreed that in the event of ocean competition between San Francisco and said northern points the steamship lines of the above-named companies will guarantee protection against rates made by other steamships not controlled, subsidized, or chartered by any of the lines parties to this agreement.

Rates on business to and from points north of the Oregon and California State line, when carried via San Francisco, except the business of Portland and the canned-salmon business of Astoria, shall be made by adding to the Portland or San Francisco rates a charge which shall not be less than the local charge of the Northern Pacific Railroad between Portland and such points nor more than the present established rates between San Francisco and such points less the 20 per cent rebate hereinbefore guaranteed.

(4) The through rates between eastern through or competitive points and points in California other than San Francisco for business forwarded via Portland shall be made by adding to the through rates between said eastern points and San Francisco the current local rates of the regular established transportation lines which may carry the business between said California points and San Francisco.

487 (5) All lines here represented solemnly agree to maintain the rates now in force, or which may hereafter be mutually agreed upon, between San Francisco and Portland, on the one hand and eastern through or competitive points in the United States or Canadas on the other hand, without cut, rebate, or deviation in any manner, it being the understanding that the giving of passes or reduced fares to, or upon request of, or for account of shippers or consignees or their families, or to any person, for the purpose of influencing business, or the payment of any ticket commissions, shall be regarded as a violation of this agreement, subjecting the offender to the penalties hereinafter provided.

(6) From and after the date of this agreement no street commission or ticket rebate on eastbound overland tickets will be paid by the companies parties hereto; and connecting eastern lines shall be requested by the commission hereafter to be appointed to discontinue the payment of street commissions and rebates to passengers, and the making of any cuts whatever from established through rates; and should any such railroad company fail or refuse to comply with such requests, it shall be the duty of the commissioner to notify the Pacific coast terminal companies, 488 which shall then suspend the sale of all tickets over the lines so failing or refusing for so long a time as the commissioner may direct.

And further, the Pacific coast terminal companies shall, through the commissioner, redeem (within five days from date of issue), at the full amount received by them therefor, any and all through tickets of their respective issues, purchased by or for passengers, at such times and under such circumstances as may be deemed best by the commissioner.

(7) All special contracts binding shippers to one or more of the parties hereto shall be immediately thrown open to each and every other party to this agreement, and contracting shippers shall be notified to that effect.

(8) A commissioner shall be appointed whose salary and expenses shall be paid jointly by the parties hereto in proportion as the earnings from the business subject to this agreement are shared by each.

(9) Said commissioner shall arbitrate all disputes arising under this agreement between the parties thereto, and his decision shall be final and binding upon all. Complaints by one or more parties against other parties hereto shall be made in writing to the 489 commissioner, who shall promptly investigate and give judgment according to the facts, within thirty days, unless more time shall seem to be necessary for full inquiry and consideration upon the part of the commissioner.

(10) If any party hereto is adjudged by the commissioner to have deviated from the established rates, said party shall be fined for each offense three times the amount of earnings which would have accrued from the business had it been taken at the regularly established rates, but not less in any case than \$500.

(11) Each party hereto shall deposit with some solvent bank, to the order of the commissioner, the sum of \$5,000, and shall keep that sum so deposited. From said sum all fines shall be collected by the commissioner.

(12) The fines collected by the commissioner shall be distributed among the nonoffending parties hereto in proportion to their earnings from the business, subject to this agreement.

(13) The commissioner shall have access to all books and papers of the parties hereto which have a bearing upon the Pacific coast traffic, which is the subject of this agreement.

490 (14) It is also agreed that, so far as practicable, the parties to this agreement will protect the through rates and carry out all instructions that may be issued by the commissioner in order to protect the through rates, so that one line may not have any advantage over any other line.

(15) Said commissioner shall be promptly supplied at the close of each day's business with a legible impression copy of the waybills for all freight covered by this agreement, and shall be supplied by each of the parties hereto with such other statistics and statements, as he may desire, as to the business done by them and covered by this agreement.

(16) It is agreed that a new passenger tariff will be issued as soon as practicable, and in case the lines can not agree on rates the commissioner will settle all the differences that may come up, such as giving side rides and other matters. His action will be final.

(17) It is agreed that the subsidy now paid the Pacific Mail Steamship Company for its steamers between San Francisco and New York shall be borne by the several companies here represented in the proportions of their revenue from the San Francisco business covered by this agreement.

491 (18) It is understood and agreed that the Pacific mail business between New York and San Francisco shall be managed fairly and impartially in the interests of all lines concerned and shall not be used as a means of securing business for any one or more of these lines as against others, and that any complaints upon this subject shall be referred to and decided by the commissioner, subject to the same fine that is provided for the cutting of rates, it being understood that the commissioner's relations to the Pacific mail business between New York and San Francisco shall be the same as

his relations to the other business which is the subject of this agreement.

(19) This agreement shall take effect October 1, 1883, and continue in force until December 31, 1884, or until ninety days' written notice shall have been given to the commissioner, by one or more parties hereto, of a desire or intention to withdraw therefrom.

Done at San Francisco, California, this 28th day of September, 1883.

For the Atchison, Topeka and Santa Fe Railroad Company, J. F. Goddard, traffic manager.

Burlington and Missouri River Railroad, by T. J. Potter, vice-president.

492 Central Pacific Railroad Company, by A. N. Towne, general manager.

Denver and Rio Grande Railway, by B. C. Dodge, vice-president and general manager.

Galveston, Harrisburg and San Antonio Railway Company, by A. N. Towne, general manager.

Northern Pacific Railroad Company, by John Muir, superintendent of traffic.

Southern Pacific Railway Company, by A. N. Towne, general manager.

The Texas and Pacific Railway Company, by H. M. Hoxie, third vice-president.

Union Pacific Railway Company, by S. H. H. Clark, general manager.

493 PETITIONER'S EXHIBIT No. 19, SEPTEMBER 21, 1914.

[Extract from the executive documents of the Senate of the United States for the first session of the Fiftieth Congress, 1887-1888, volume 5, pages 4290-4281.]

AGREEMENT OF THE TRANS-CONTINENTAL ASSOCIATION.

TOPEKA, KANS., *November 8, 1883.*

The agreement of the Trans-Continental Association, dated September 28, 1883, is hereby altered and amended to read as follows:

Section 4 is amended by substituting the word "Portland" for the word San Francisco in the last two places in said section in which the word San Francisco occurs.

Sections 1, 2, and 3 are cancelled, and the following classes substituted therefor:

Rates between San Francisco, on the one hand, and Galveston, Council Bluffs, Omaha, Kansas City, and intermediate points on the

Missouri River and points common therewith, on the other, shall be the same as the rates between Portland, on the one hand, and Saint Paul, Minneapolis, Minnesota Transfer, Duluth, and Superior, and points common therewith, on the other.

Rates between San Francisco and the Northern Pacific Railroad's eastern terminals and points east thereof via Portland shall be made by adding to the agreed Portland rates as herein provided for, the established ocean tariff.

Rates between points north of the Oregon and California State line and eastern points via San Francisco shall be made by adding to the agreed San Francisco rates, herein provided for, the established ocean tariff.

In consideration of the foregoing the Northern Pacific and the Oregon Railroad and Navigation Company shall be paid by the other lines, parties hereto, in the manner hereinafter provided, 6 per cent of the gross earnings accruing to the said other lines on business between or passing through eastern points herein named and San Francisco, except business received from or delivered to the Occidental and Oriental Steamship Company or the Pacific Mail Steamship Company, it being understood that the Northern Pacific Railroad and the Oregon Railroad and Navigation Company share in the subsidy to be paid the Pacific Mail Steamship Company in accordance with section seventeenth.

Settlements to be made monthly on receipt of the commissioner's statement of the net balance.

It being understood that the Trans-Continental agreement, as now modified, shall not in any way affect the rights of the Oregon Short Line Railway Company or the Utah and Northern Railway Company under their contracts with the Northern Pacific Railroad Company and the Oregon Railway and Navigation Company.

Provided, That the Utah and Northern Railway shall not make lower rates to or from San Francisco via Portland, than the rates made to and from San Francisco direct by the parties hereto.

Provided, That whenever the percentages of any of the members of this association are hereafter changed, or whenever any new members are admitted to this association, the percentages of all the members shall be revised according to the rules of this association.

4. The through rates between eastern through or competitive points and points in California other than San Francisco, for business forwarded via Portland, shall be made by adding to the through rates between said eastern points and Portland the current local rates of the regular established transportation lines, which may carry the business between said California points and Portland.

496 5. All lines here represented solemnly agree to maintain the rates now in force, or which may hereafter be mutually agreed upon, between San Francisco and Portland, on the one hand, and eastern through or competitive points in the United States or Canadas, on the other hand, without cut, rebate, or deviation in any manner; it being the understanding that the giving of passes or reduced fares to, or upon request of, or for the account of, shippers or consignees or their families, or to any person for the purpose of influencing business, or the payment of any ticket commissions, shall be regarded as violation of this agreement, subjecting the offender to the penalties hereinafter provided.

6. From and after the date of this agreement no street commission or ticket rebate on eastbound overland tickets will be paid by the companies parties hereto; and connecting eastern lines shall be requested by the commissioner hereafter to be appointed to discontinue the payment of street commissions and rebates to passengers, and the making of any cuts whatever from established through rates; and should any such railroad company fail or refuse to comply with such requests, it shall be the duty of the commissioner to notify the Pacific Coast Terminal Companies, which shall then suspend the sale of all tickets over the lines so failing or refusing, for so long a time as the commissioner may direct.

497 And, further, the Pacific Coast Terminal Companies shall, through the commissioner, redeem within five (5) days from the date of issue, at the full amount received by them therefor, any and all through tickets of their respective issues, purchased by or for passengers, at such times and under such circumstances as may be deemed best by the commissioner.

7. All special contracts binding shippers to one or more of the parties hereto shall be immediately thrown open to each and every other party to this agreement, and contracting shippers shall be notified to that effect.

8. A commissioner shall be appointed, whose salary and expenses shall be paid jointly by the parties hereto in proportion as the earnings from the business subject to this agreement are shared by each.

9. Said commissioner shall arbitrate all disputes arising under this agreement between the parties hereto, and his decision shall be final and binding upon all. Complaints by one or more parties against other parties hereto shall be made in writing to the commissioner, who shall promptly investigate and give judgment according to the facts within thirty days, unless more time shall seem to be necessary for full inquiry and consideration on the part
498 of the commissioner.

10. If any party hereto is adjudged by the commissioner to have deviated from the established rates, said party shall be fined

for each offense three times the amount of earnings which would have accrued from the business had it been taken at the regularly established rates, but not less, in any case, than \$500.

11. Each party hereto shall deposit with some solvent bank, to the order of the commissioner, the sum of \$5,000, and shall keep that sum so deposited. From said sum all fines shall be collected by the commissioner.

12. The fines collected by the commissioner shall be distributed among the nonoffending parties hereto in proportion to their earnings from the business, subject to this agreement.

13. The commissioner shall have access to all books and papers of the parties hereto which have a bearing upon the Pacific coast traffic, which is the subject of this agreement.

14. It is also agreed that, so far as practicable, the parties to this agreement will protect the through rates and carry out all instructions that may be issued by the commissioner in order to protect the through rates, so that one line may not have any advantage over any other line.

15. Said commissioner shall be promptly supplied at the close of each day's business with a legible impression copy of the waybills for all freight covered by this agreement and shall be supplied by each of the parties hereto with such other statistics and statements as he may desire as to the business done by them and covered by this agreement.

16. It is agreed that a new passenger tariff will be issued as soon as practicable, and in case the lines can not agree on rates the commissioner will settle all the differences that may come up, such as giving side rides, and other matters. His action will be final.

17. It is agreed that the subsidy not paid the Pacific Mail Steamship Company for its steamers between San Francisco and New York shall be borne by the several companies here represented in the proportions of their revenue from the San Francisco business covered by this agreement.

18. It is understood and agreed that the Pacific Mail business between New York and San Francisco shall be managed fairly and impartially, in the interests of all lines concerned, and shall not be used as a means of securing business for any one or more of these lines as against others, and that any complaints upon this subject shall be referred to and decided by the commissioner, subject to the same fine that is provided for the cutting of rates.

It being understood that the commissioner's relations to the Pacific Mail business between New York and San Francisco shall be the same as his relations to the other business which is the subject of this agreement.

19. This agreement shall take effect October 1, 1883, and continue in force until December 31, 1884, or until ninety days' written notice shall have been given to the commissioner by one or more parties hereto of a desire or intention to withdraw therefrom.

Done at San Francisco, Cal., this 28th day of September, 1883.

For the Atchison, Topeka and Santa Fe Railroad Company, J. F. Goddard, traffic manager.

For the Burlington and Missouri River Railroad, T. J. Potter, vice president.

For the Central Pacific Railroad Company, A. N. Towne, general manager.

For the Denver and Rio Grande Railway, D. C. Dodge, vice president and general manager.

501 For the Galveston, Harrisburg and San Antonio Railroad Company, A. N. Towne, general manager.

For the Northern Pacific Railroad Company, John Muir, superintendent of traffic.

For the Southern Pacific Railroad Company, A. N. Towne, general manager.

For the Texas and Pacific Railway, H. M. Hoxie, third vice president.

For the Union Pacific Railway Company, S. H. H. Clark, general manager.

502 PETITIONER'S EXHIBIT No. 20, SEPTEMBER 21, 1914.

Union Pacific Railroad Company, Southern Pacific Company, Central Pacific Railway Company, Southern Pacific Railroad Company, and Oregon Short Line Railroad Company.

Agreement dated February 8, 1913.

503 Agreement, made this eighth day of February, 1913, by and between Union Pacific Railroad Company, a corporation of the State of Utah; Southern Pacific Company, a corporation of the State of Kentucky; Central Pacific Railway Company, a corporation of the State of Utah; Southern Pacific Railroad Company, a corporation of the States of California, Arizona, and New Mexico; and Oregon Short Line Railroad Company, a corporation of the State of Utah.

Whereas the Union Pacific Railroad Company has, from time to time, acquired, in its own name or in the name of the Oregon Short Line Railroad Company, shares of the capital stock of the Southern Pacific Company to the aggregate amount of one hundred twenty-six million six hundred fifty thousand dollars (\$126,650,000), per

ue, and said entire amount is now held by the Oregon Short
ne Railroad Company. The Supreme Court of the United States
an opinion rendered on the 2d day of December, 1912, on the
eal of the United States of America from a decree entered by
Circuit Court of the United States in and for the District of
ah in a suit in which the United States of America was com-
inant and the Union Pacific Railroad Company, Southern
Pacific Company, and others were respondents (hereinafter
designated as the "merger suit"), held that the acquisition
and ownership by the Union Pacific Railroad Company and
Oregon Short Line Railroad Company of said capital stock of
Southern Pacific Company constituted an unlawful combina-
n, and directed that said capital stock of the Southern Pacific
company be disposed of, subject to the approval of the District
urt of the United States in and for the District of Utah, in such
anner as to effectually dissolve said combination. The Southern Pa-
e Company owns the entire outstanding capital stock, common and
ferred, of the Central Pacific Railway Company, except qualifying
res held by the directors of said company. Since the aforesaid
ision of the Supreme Court of the United States in the merger
t the Union Pacific Railroad Company has surrendered all con-
d of the management of the Southern Pacific Company, and di-
tors and other officers of the Southern Pacific Company have
n elected and appointed who have no official relation with the
ion Pacific Railroad Company. The Attorney General of the
ited States, as counsel for the complainant in the merger suit,
d the parties hereto, desire that, as an incident of the proceedings
for the dissolution of the combination held illegal in that suit,
the control of the railroads and appurtenant property of the
Central Pacific Railway Company, with certain exceptions,
ll be transferred from the Southern Pacific Company to the
ion Pacific Railroad Company. The Southern Pacific Company,
ough its reconstituted board of directors, has offered to sell to
Union Pacific Railroad Company, and the Union Pacific Rail-
d Company is willing to purchase, all the right, title, and interest
the Southern Pacific Company in and to the capital stock of the
ntal Pacific Railway Company and in and to the capital stock of
Central Pacific Railroad Company (held by the Southern Pa-
c Company as a muniment of title), for the consideration and
on the terms expressed in the following agreement, in the event
t the amount necessary to pay such consideration can be realized
the sale, in the manner hereinafter set forth, of the capital stock
the Southern Pacific Company now held by the Oregon Short
e Railroad Company. It is proposed by the Oregon Short Line
ilroad Company, subject to the approval of the District Court of

the United States for the District of Utah, to offer the entire amount of its holdings of the capital stock of the Southern Pacific Company for sale to the stockholders of the Union Pacific Railroad Company and the stockholders (other than the Union Pacific Railroad Company and the Oregon Short Line Railroad Company) of the Southern Pacific Company, in the manner herein after in this agreement indicated. The aforesaid capital stock of said Central Pacific Railway Company to the amount of sixty-seven million two hundred seventy-four thousand two hundred dollars (\$67,274,200), par value, of common capital stock, and seventeen million four hundred thousand dollars (\$17,400,000), par value, of preferred capital stock, being the entire outstanding capital stock of said company, except thirteen hundred dollars (\$1,300), par value, is now pledged with the Union Trust Company of New York, trustee, under a mortgage executed by said Southern Pacific Company, dated August 1, 1899, to secure an issue of bonds of said Southern Pacific Company, known as its "four per cent gold bonds (Central Pacific stock collateral)," now outstanding to the amount of thirty-four million two hundred eighteen thousand five hundred dollars (\$34,218,500), par value, of which five million four hundred forty-nine thousand dollars (\$5,449,000), par value, are now owned by the Union Pacific Railroad Company.

Now, therefore, the parties hereto agree as follows:

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FIRST.

1. The Southern Pacific Company hereby agrees to sell, assign, and transfer to Union Pacific Railroad Company, and the Union Pacific Railroad Company hereby agrees to purchase, upon the terms herein after expressed, all the right, title, and interest of the Southern Pacific Company in and to sixty-seven million two hundred seventy-five thousand five hundred dollars (\$67,275,500), par value, of common capital stock, and seventeen million four hundred thousand dollars (\$17,400,000), par value, of the preferred capital stock, of the Central Pacific Railway Company, being the entire capital stock of said company outstanding; and all the right, title, and interest of the Southern Pacific Company in and to sixty-seven million two hundred thirty-five thousand eight hundred dollars (\$67,235,800), par value, of the capital stock of the Central Pacific Railroad Company, being the entire amount of the capital stock of said company owned or held by the Southern Pacific Company.

2. The Southern Pacific Company hereby agrees, immediately upon the effective date of this agreement, to secure the resignation of then existing directors of the Central Pacific Railway Company and the due and regular election in their stead, as follows:

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directors, of such persons as the Union Pacific Railroad Company shall have nominated for election as such directors, and to cause the shares to the amount of thirteen hundred dollars (\$1,300), par value, of the common capital stock of the Central Pacific Railway Company, now registered in the names of the existing directors of the Central Pacific Railway Company, to be transferred to and registered on the books of said company in the names of the afore-said nominees of the Union Pacific Railroad Company, and to cause the certificates for said shares to be duly delivered to such nominees.

3. The Southern Pacific Company hereby agrees, immediately upon the effective date of this agreement, to cause to be transferred to and registered on the books of the Central Pacific Railway Company and the Central Pacific Railroad Company, respectively, in the name of the Union Pacific Railroad Company all the certificates representing the sixty-seven million two hundred seventy-four thousand two hundred dollars (\$67,274,200), par value, of common capital stock, and seventeen million four hundred thousand dollars (\$17,400,000), par value, of preferred capital stock of the Central Pacific Railway Company, now pledged with the Union Trust Company of New York, as trustee, as security for the Southern Pacific Company's four per cent gold bonds (Central Pacific stock collateral), and sixty-seven million six thousand three hundred dollars (\$67,006,300), par value, of the capital stock of the Central Pacific Railroad Company pledged with said Union Trust Company of New York, as trustee, under a supplemental mortgage, dated December 29, 1890, as a further assurance for the payment of said bonds, and to cause the new certificates therefor, endorsed in blank by the Union Pacific Railroad Company, to be redeposited with said Union Trust Company of New York, subject, however, to a lien in favor of the Southern Pacific Company upon said stock certificates, if and when the same shall be released from the lien of said mortgages, to secure the payment of any and all instalments of the consideration expressed in section 7 hereof then remaining unpaid.

4. The Southern Pacific Company hereby agrees, immediately upon the effective date of this agreement, to assign and deliver to the Union Pacific Railroad Company the certificates representing two hundred seventeen thousand dollars (\$217,000), par value, of the capital stock of the Central Pacific Railroad Company now held in its treasury, and all letters of indemnity and other papers evidencing the ownership of an additional twelve thousand five hundred dollars (\$12,500), par value, of said Central Pacific Railroad Company capital stock, and whenever requested by the Union Pacific Railroad Company to secure the resignation of the then existing directors of the Central Pacific Railroad Company

and the due and regular election in their stead, as such directors, or such persons as the Union Pacific Railroad Company shall have nominated therefor.

5. The Southern Pacific Company hereby agrees, immediately upon the effective date of this agreement, to execute and deliver to the Central Pacific Railway Company as an instrument releasing, cancelling, and surrendering the indentures of lease, dated February 17, 1885, and December 7, 1893, by and between the Central Pacific Railroad Company and the Southern Pacific Company, and the supplemental lease, dated March 1, 1912, by and between the Central Pacific Railway Company and the Southern Pacific Company, and all other agreements supplementary to or in modification of said instruments, under and by virtue of which the Southern Pacific Company now holds and operates the railroads and other properties of the Central Pacific Railway Company.

511 6. The Union Pacific Railroad Company and the Oregon

Short Line Railroad Company hereby agree to offer to all stockholders, common and preferred, of the Union Pacific Railroad Company and to all stockholders of the Southern Pacific Company (except the Union Pacific Railroad Company and the Oregon Short Line Railroad Company), registered on the stock books of said companies, respectively, on a date specified in such offer, the right to subscribe for and purchase the entire amount of one hundred twenty-six million six hundred fifty thousand dollars (\$126,650,000), par value, of the capital stock of the Southern Pacific Company now held by the Oregon Short Line Railroad Company, in the proportions and upon the terms hereinafter specified. Each such stockholders of the Union Pacific Railroad Company shall be offered the right to subscribe for and purchase one share of said capital stock of the Southern Pacific Company for each four shares of capital stock of the Union Pacific Railroad Company, common or preferred, registered in his name on the stock books of said Union Pacific Railroad Company; and each such stockholder of the Southern Pacific Company shall be offered the right to subscribe for and purchase one share of

said capital stock of the Southern Pacific Company for

512 each three shares of capital stock of the Southern Pacific Company registered in his name on the stock books of said Southern

Pacific Company. Such offer shall specify, as the date on or before which all subscriptions shall be made (hereinafter called the "subscription date"), a date not exceeding thirty days after the effective date of this agreement. The subscription and purchase right offered shall be a right to purchase at the subscription price of \$20.00 per share, and accrued dividend, payable as follows, viz: Twenty-five per cent thereof to accompany the subscription; twenty-five per cent

thereof to be paid substantially three months after the subscription date; twenty-five per cent thereof to be paid substantially six months after the subscription date; and the remaining twenty-five per cent thereof to be paid substantially nine months after the subscription date; with interest on the deferred instalments of such subscription price from the subscription date at a rate per cent per annum equal to the accrued dividend, with an option, however, to each subscriber to anticipate the maturity of any deferred instalment of the subscription price, at any time upon the payment of the amount of such instalment and the accrued interest thereon to the date of payment. The terms of said subscription rights shall provide that all voting and dividend rights incident to the stock so purchased shall vest in the subscribers upon the acceptance of their subscriptions, but that the stock certificates to which the subscribers shall be entitled by virtue of their subscriptions shall be held as collateral security for the payment of the deferred instalments of the subscription price, with full power to sell said stock at public or private sale, and without notice, upon default in the payment of any instalment of such subscription price. The Southern Pacific Company hereby agrees to furnish a certified list of its stockholders entitled to participate in such subscription rights, to issue promptly all stock certificates requested by the Union Pacific Railroad Company for delivery to subscribers, upon surrender by the Union Pacific Railroad Company or the depository, in due form for transfer, of certificates for an equal amount of stock, and to take all such other action as may be necessary to facilitate the initiation and accomplishment of the plan herein provided for.

7. The Union Pacific Railroad Company hereby agrees to pay and surrender, and the Southern Pacific Company hereby agrees to accept, as the full consideration and purchase price of the capital stock of the Central Pacific Railway Company and the capital stock of the Central Pacific Railroad Company to be purchased by it as hereinbefore provided and as the full consideration for the performance by the Southern Pacific Company of the obligations expressed in the foregoing sections 2, 3, 4, and 5, as follows:

(a) Fourteen million sixty-five thousand four hundred forty-one dollars (\$14,065,441) in cash, with interest thereon at the rate of five per cent per annum from the first day of January, 1913, immediately upon the performance by the Southern Pacific Company of the obligations expressed in the foregoing sections 3 and 5.

(b) To surrender and deliver to the Southern Pacific Company, fully cancelled, immediately upon the performance by the Southern Pacific Company of the obligations expressed in the foregoing sections 3 and 5, four per cent gold bonds (Central Pacific stock col-

lateral) of the Southern Pacific Company to the principal amount of five million four hundred and forty-nine thousand dollars (\$5,490,000), par value, now held by the Union Pacific Railroad Company, and to pay an amount equal to interest at the rate of five per cent on the principal amount of said bonds from the first day of January, 1913, less the interest accrued on the bonds so surrendered from the first day of December, 1913, to the date of their surrender.

(c) The net proceeds of the sale, made in accordance with the plan contemplated in the foregoing section 6, of 846,755 shares of capital stock of the Southern Pacific Company of the par value of eighty-four million six hundred seventy-five thousand five hundred dollars (\$84,675,500), now held by the Oregon Short Line Railroad Company, being the gross proceeds of the sale of said 846,755 shares at ninety-eight dollars and sixty-seven cents (\$98.67) per share, less an underwriters' commission of three per cent and an allowance to said underwriters of not exceeding one-quarter of one per cent of the expenses; such payment to be made in instalments as follows: Twenty-five per cent of the gross proceeds of the said sale, less the aforesaid commission and expenses of underwriting assumed by the Southern Pacific Company, to be payable on the subscription date, and the balance to be paid in three equal instalments, each consisting of twenty-five per cent of the gross proceeds of said sale, payable respectively, substantially three, six and nine months after the subscription date, with interest on each of said four instalments, at

rate of five per cent per annum from the first day of January, 1913, until paid. The Union Pacific Railroad Company shall have the right or option to pay any instalment, or any part of any instalment, of said consideration and purchase price at any time prior to the dates above fixed, and upon the making of any such payment or payments interest shall cease in respect to the sums so paid. All interest due as aforesaid shall be paid by the Union Pacific Railroad Company semiannually on July 1 and January 1, the first payment to be made on July 1, 1913. Provided, however, that, if the Union Pacific Railroad Company prior to the payment of the consideration and purchase price as aforesaid shall have elected, pursuant to the option hereinafter accorded it, to require redemption by the Southern Pacific Company of the Southern Pacific Company's four per cent gold bonds (Central Pacific stock lateral), and shall have notified the Southern Pacific Company of such election, the Union Pacific Railroad Company shall not be required to pay on account of the cash payments aforesaid an amount exceeding, exclusive of interest payments, the sum of forty-eight million five hundred thousand dollars (\$48,500,000), unless and

the Southern Pacific Company shall deliver to the Union Pacific Railroad Company or its order the certificates representing all the shares of the capital stock of said Central Pacific Railway Company, and of the Central Pacific Railroad Company, now pledged with the Union Trust Company of New York, as trustee, to secure the Southern Pacific Company's outstanding four per cent gold bonds (Central Pacific stock collateral), released and discharged from the lien of the mortgages securing said bonds and free from all other liens and charges; and that, upon the tender by the Southern Pacific Company of delivery of all the certificates of capital stock of the Central Pacific Railway Company and Central Pacific Railroad Company now pledged with the Union Trust Company of New York, as aforesaid, released, discharged, and free from all liens and charges, as aforesaid, all payments theretofore deferred, because of the inability of the Southern Pacific Company previously to deliver the same, shall immediately be made together with interest thereon at the rate and at the dates herein provided. And provided further, that the Union Pacific Railroad Company shall be entitled to five days of grace in the payment of the four instalments of the cash consideration described in the foregoing subdivision (c) of this section, from and after the receipt by it from the subscribers, or from the underwriters, of the proceeds of sale constituting such instalment.

518 8. The Southern Pacific Company hereby agrees, whenever requested by the Union Pacific Railroad Company, to call for redemption the entire amount of its four per cent gold bonds (Central Pacific stock collateral) then outstanding under the aforesaid mortgage and supplemental mortgage dated August 1, 1899, and December 29, 1899, pursuant to the provisions of said mortgage regarding redemption, and to redeem and pay said bonds and to take all action and proceedings necessary to release and completely discharge the lien of said mortgages so that the certificates representing the capital stock pledged thereunder may be surrendered and delivered to the Union Pacific Railroad Company upon its making final payment therefor: Provided, however, That the Union Pacific Railroad Company, in the event of its requesting such redemption, shall lend or cause to be loaned to said Southern Pacific Company the amount necessary to pay the principal of the bonds so called for redemption or so much thereof as the Southern Pacific Company shall request, such loan to be secured by an issue of the bonds of the Southern Pacific Company equal to the principal amount of said loan, payable ten years from the date of issue thereof, with interest thereon at the rate of four per cent per annum, payable semiannually, and to be issued under an indenture, in

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form approved by counsel for the Union Pacific Railroad Company, and containing the usual provisions for the maturity of principal in case of default in the payment of any instalment of interest and for the sale, in the event of default in the payment of the principal or of any instalment of interest, of any security pledged for the payment of said bonds. The same bonds shall be secured by collateral satisfactory in amount and character to the Union Pacific Railroad Company. In case there shall then be in the possession and control of the Southern Pacific Company stocks and bonds now pledged under the indenture dated March 1, 1911, between the Central Pacific Railway Company, Southern Pacific Company, and United States Trust Company of New York, as trustee (hereinafter designated as the "European loan debenture"), released from the lien and restrictions of said European loan indenture, to an aggregate amount equal, at the valuations assigned to them in the European loan indenture, to the principal amount of the loan made by the Union Pacific Railroad Company to the Southern Pacific Company as aforesaid, such stocks and bonds to such aggregate amount shall be deemed collateral satisfactory in amount and character, and shall be pledged and delivered by the Southern Pacific Company as such security unless and until other collateral satisfactory to the Union Pacific Railroad Company shall be pledged.

9. Upon the payment of the Southern Pacific Company's four per cent gold bonds (Central Pacific stock collateral) at their maturity or upon their redemption and payment prior to maturity, the Southern Pacific Company shall promptly secure the release and discharge of the mortgage and supplemental mortgage securing said bonds, and shall thereupon tender to the Union Pacific Railroad Company the certificates representing the capital stock of the Central Pacific Railway Company and the Central Pacific Railroad Company theretofore pledged to secure said bonds, and shall deliver the same to the Union Pacific Railroad Company, or its order, upon its final and complete payment of the consideration expressed in the foregoing section 7. In the event that the said four per cent gold bonds (Central Pacific stock collateral) shall be redeemed and paid prior to their maturity and prior to the due date of the final installment of the consideration to be paid by the Union Pacific Railroad Company as expressed in the foregoing section 7, the certificates representing the capital stock of the Central Pacific Railway Company and the Central Pacific Railroad Company thereupon released from the lien of the mortgage and supplemental mortgage securing said bonds shall, unless the Union Pacific Railroad Company desires to anticipate the maturity of said final installment, be deposited in escrow by the Southern Pacific Company with such trust company in the city of New York as shall be designated by

the Union Pacific Railroad Company, to be delivered to the Union Pacific Railroad Company or its order, upon the payment of the final installment of the consideration aforesaid in accordance with the provisions of the foregoing section 7.

10. The Southern Pacific Company hereby agrees duly and punctually to pay all installments of interest on its aforesaid four per cent gold bonds (Central Pacific stock collateral) as such interest shall mature, and to pay the principal of said bonds when the same shall become due, whether upon the maturity of said bonds or otherwise, and at all times to indemnify and save harmless the Union Pacific Railroad Company from an enforcement of the lien of the mortgage securing said bonds against the stocks pledged thereunder. The Southern Pacific Company hereby agrees, immediately upon the effective date of this agreement, to deliver to and pledge with the Union Pacific Railroad Company, as security for the obligations expressed in this section, collateral satisfactory in amount and character to the Union Pacific Railroad Company. In the event of the failure of the Southern Pacific Company to pay the principal of said bonds, or any installment of interest thereon when the same shall become due, the Union Pacific Railroad Company shall have the right to pay the same and to reimburse itself by the sale of said collateral at public or private sale without notice. The Union Pacific Railroad Company agrees to indemnify and save harmless the Southern Pacific Company from the obligations on its part to be performed under the said Central Pacific stock collateral mortgage and the mortgage supplemental thereto, dated December 29, 1899, except the payment of the principal and interest of the bonds issued thereunder and of the compensation of the trustee.

SECOND.

11. It is hereby agreed by all the parties hereto that immediately upon the effective date of this agreement the Central Pacific Railway Company will make, and the Southern Pacific Railroad Company will accept, and the Southern Pacific Company will guarantee on the part of the Southern Pacific Railroad Company, a lease for a term of 999 years of the line of railroad of said Central Pacific Railway Company extending from Tehama, in Tehama County, in the State of California, to a connection with the line of railroad of the Oregon & California Railroad Company at the boundary line between the States of California and Oregon, with all franchises, rights, privileges, immunities, and other property appertaining thereto, except equipment, at an annual rental payable in equal annual installments, on the first day of June and the first day of December of each year, equal to a year's interest at the rate of five

per cent per annum on the value of said line of railroad and its franchises and appurtenances (other than equipment) to be leased aforesaid, to be ascertained by arbitration, as hereinafter provided in the event that the parties hereto shall be unable within twelve months from the effective date hereof to agree upon said valuation with an option to the Southern Pacific Railroad Company to purchase the said leased line of railroad and its appurtenances at the valuation fixed as the basis of rental in accordance with this section 11 whenever said line and its appurtenances can be conveyed by the Central Pacific Railway Company free from the mortgage liens now existing thereon. The Central Pacific Railway Company hereby agrees that it will create no additional liens upon said line of railroad without the consent of the Southern Pacific Railroad Company or of the Southern Pacific Company and that it will pay the interest upon all bonds now outstanding secured by mortgage liens upon said line of railroad, as such interest shall mature, and will pay the principal of said bonds at maturity and that it will at all times indemnify and hold harmless the Southern Pacific Railroad Company and Southern Pacific Company from and against the enforcement upon said line of railroad and its appurtenances of the lien of any of said mortgages; and the Central Pacific Railroad Company hereby guarantees the performance of said obligations assumed by the Central Pacific Railway Company. Said lease shall be substantially in the form of the draft of lease hereto attached and marked Exhibit A, except such changes in said form as shall be made by agreement of the parties and approved by the railroad commission of California.

12. It is hereby agreed by all the parties hereto that, immediately upon the effective date of this agreement, the Central Pacific Railway Company will sell and convey to said Southern Pacific Railroad Company and that said Southern Pacific Railroad Company will purchase the line of railroad of the Central Pacific Railway Company, constructed and under construction, extending from a connection with the line of railroad described in section 11 hereof at Weed Station, Siskiyou County, California, to a connection with the line of railroad of the Oregon and California Railroad Company at or near Natron Station, Lane County, Oregon, by way of Klamath Falls, Oregon, with its franchises, rights, privileges, immunities, and other property appertaining thereto, conveyed by the Oregon Eastern Railway Company to Central Pacific Railway Company by deed dated February 29, 1912. As the consideration for the sale aforesaid said Southern Pacific Railroad Company hereby agrees to assume and indemnify said Central Pacific Railway Company from and against any expenditures made by the Central Pacific Railway Company or for its account for construction, additions, or betterments.

terments in connection with the said railroad and its appurtenances, since the 29th day of February, 1912, and agrees to assume and indemnify and save harmless the Central Pacific Railway Company from and against the California Northeastern Division first mortgage bonds of the Oregon Eastern Railway Company to the amount of \$5,000,000, face value, and extensions purchase notes of the Central Pacific Railway Company to the principal amount of \$7,055,097.20, together with the interest maturing and payable on said bonds and notes after the date of the purchase provided for in this section, and to reimburse the Central Pacific Railway Company for all interest paid by it on said bonds and notes which accrued subsequently to February 29, 1912, and further hereby assumes and agrees to pay any other indebtedness and liabilities now outstanding of the Oregon Eastern Railway Company heretofore assumed by the Central Pacific Railway Company in and by the deed of February 29, 1912, aforesaid; and the Southern Pacific Company hereby agrees to guarantee the obligations agreed in this section to be assumed by the Southern Pacific Railroad Company, and further agrees to cancel and surrender the aforesaid extensions purchase notes now held by it to the amount aforesaid, and to execute and have duly recorded a release by it, as the holder of the aforesaid bonds issued by the Oregon Eastern Railway Company, of all obligations concerning said bonds assumed by the Central Pacific Railway Company in and by the aforesaid deed dated February 29, 1912.

THIRD.

13. The said Southern Pacific Company and Southern Pacific Railroad Company agree to grant, and hereby do grant, to the Central Pacific Railway Company the equal joint use and possession, from the effective date of this agreement, for a term of 999 years, of all that part of the railway and appurtenant property owned either by the Southern Pacific Company or the Southern Pacific Railroad Company, including telegraph and telephone lines, from the connections thereof with the Central Pacific Railway Company's tracks in Sacramento, California, via Benicia and Port Costa, to connections with the Central Pacific Railway Company's tracks in Oakland, California, including the ferries between Benicia and Port Costa, and ferry slips at Benicia and Port Costa, and any bridge, tube, or tunnel substituted for the ferry between Benicia and Port Costa, and the appurtenances thereof, except rolling stock and supplies. A contract shall be executed and delivered by the parties aforesaid, immediately upon the effective date of this agreement, covering said joint use and possession, which shall contain a provision for the payment by the Central Pacific Railway Company as an annual

rental and consideration for such use and possession, the sum of two and one-half per cent per annum on the value of the property covered by said agreement, in two equal instalments, on the first day of

June and the first day of December in each year, to be increased by two and one-half per cent per annum upon the actual cost (which shall include transportation and insurance and a just sum to cover the cost of superintendence and management) to the Southern Pacific Company or the Southern Pacific Railroad Company of all improvements, betterments, and additions to the property properly chargeable to capital account, which valuation shall be determined by agreement of the parties or by arbitration hereunder; and a provision for the payment by the Central Pacific Railway Company of a proportion of the expense of maintenance and operation of said line of railroad, with its terminals and other appurtenances. Said contract shall contain substantially the terms expressed in, and shall be substantially in the form of, the draft of contract hereto attached and marked Exhibit B, except such changes in said form as shall be made by the parties and approved by the railroad commission of California.

14. From the effective date hereof the Central Pacific Railway Company shall be entitled to trackage or running rights for a term of 999 years over the line of railroad of the Southern Pacific Railroad Company and Southern Pacific Company between Redwood and San Francisco, for the operation of through freight trains only, without right to do local business—Redwood to be considered local to Southern Pacific Company—with an option, however, to the Central Pacific Railway Company to withdraw from such trackage or running rights at any time within two years from the effective date hereof; the rental to be paid by the Central Pacific Railway Company for such trackage or running rights to be determined by arbitration in the manner hereinafter provided if the parties hereto are unable to agree thereon.

15. Union Pacific Railroad Company and Central Pacific Railway Company hereby agree that the Central Pacific Railway Company shall, and Central Pacific Railway Company does hereby, grant to the said Southern Pacific Company and said Southern Pacific Railroad Company, or either of them, an option for a period of two years from the effective date hereof to acquire the equal joint use and possession, for the term of 999 years, of the railway owned by the Central Pacific Railway Company, from Newark to Redwood, California, and the appurtenances thereof, except rolling stock and supplies, upon the same terms, conditions, and rights provided in the foregoing section with reference to the joint use and possession of the line of railroad between Sacramento and Oakland. Such

530 use shall extend to the cars or trains of any corporation owned
or controlled by the Southern Pacific Company.

16. During the continuance of the option rights in regard to track-
age or joint use, or until the parties shall have previously agreed to
the contrary, the lines of railway of the Central Pacific Railway Com-
pany and the other lines of railway operated by the Southern Pacific
Company or controlled by it are to continue to interchange traffic,
and either of said lines will continue to handle through trains (but
with its own engines and crews) delivered to it by the other lines,
upon the rates, terms, and conditions now in force, the intent and pur-
pose hereof being that there shall be no interruption of through
trains, or change in rates, or of the terms upon which through traffic
is handled, by reason of this agreement or by reason of any sales,
transfers, or leases herein provided for; but, at any time, upon the
demand of either party hereto, in the event of the failure of the par-
ties to agree upon the division of revenue upon joint business, such
question shall be submitted to arbitration. The agreement of the
parties, or determination by arbitration, first made, as to such divi-
sion shall be retroactive to and from the date of the surrender
531 of possession of the properties of the Central Pacific Railway
Company by the Southern Pacific Company. Divisions now or
heretofore in force between the Southern Pacific Company and the
Western Pacific Railway Company, or between the Southern Pacific
Company and the Atchison, Topeka and Santa Fe Railroad Company,
on traffic between points in California and points east of California,
or between the Southern Pacific Company and the Central Pacific
Railway Company, are not to be regarded as precedents, or otherwise
taken into account, in dividing rates on traffic interchanged between
the Central Pacific Railway Company and the Southern Pacific Com-
pany, whether such division be by agreement or by arbitration. Any
division of such rates, whether by agreement or by arbitration, may
be reopened for a new agreement or arbitration at any time after hav-
ing been in effect for one year, upon the demand of either party, and
in the same way from year to year thereafter.

FOURTH.

17. From the effective date hereof the terminals of the Southern
Pacific Railroad Company (or the Central Pacific Company) and
the Central Pacific Railway Company at all junctions of their re-
spective lines within city limits, including industry tracks,
532 shall become and be subject to the joint and equal use of both
parties, their lessees or assigns, for a term of 999 years, with
the option to either party to withdraw from its use of any of the
terminals of the other at any time within two years from the effective

date hereof, and the maintenance and operating expenses and tax thereof shall be apportioned by agreement or by arbitration. The value of such terminals when owned exclusively by one party, and the difference in the value when jointly owned by several parties shall be ascertained by arbitration if the parties hereto are unable to agree thereon, and a rental upon the value, or the excess value, the case may be, at the rate of two and one-half per cent, shall be paid for the use of such terminals by the tenant company. The foregoing grant and provisions contained in this section shall extend in all respects, in favor of the Central Pacific Railway Company, to the freight terminals of the Southern Pacific Railroad Company and the Southern Pacific Company, including roundhouses and shop facilities for light and temporary repairs, in the city and county of San Francisco, but not including shops or roundhouses at other points; and, in favor of either the Southern Pacific Company or

Southern Pacific Railroad Company on the one part or the
 533 Central Pacific Railway Company on the other part, to the freight and passenger terminals at Oakland, Oakland Mole, Alameda, and Alameda Mole, and all ferries between Oakland and San Francisco and Oakland Mole and San Francisco and Alameda Mole and San Francisco, and ferry slips and landings in San Francisco, and the passenger buildings adjacent thereto, owned or leased by the other of said parties. But the ownership and operation of electric lines and stations and terminals thereon are to remain as at present until otherwise disposed of, with an equitable apportionment of the earnings and expenses in the meantime.

18. The Central Pacific Railway Company agrees that it will use and employ its shops and shop facilities, roundhouses, and other appurtenances at Sacramento, Oakland, and other points in California for the repair and maintenance of the engines and cars and for other shopwork of the Southern Pacific Company and the Southern Pacific Railroad Company in the same manner as it uses and employs the same for the repair and maintenance of its own equipment and for its own other shop work, without discrimination, for five years from the effective date hereof, the compensation of said

Central Pacific Railway Company for the repair and shop
 534 work and shop facilities to be fixed upon some equitable basis including a return upon the value of the plant; and if the parties are unable to agree upon such compensation, the same shall be determined by arbitration as hereinafter provided.

FIFTH.

19. The Southern Pacific Company hereby agrees to sell, assign and transfer to the Union Pacific Railroad Company, and the Union

Pacific Railroad Company hereby agrees to purchase, immediately upon the effective date of this agreement, \$3,000,000, face value, of first mortgage bonds of the Central California Railway Company; \$1,000,000, face value, of first mortgage bonds of the Chico and Northern Railroad Company; \$8,500,000, face value, of first mortgage bonds of the Nevada and California Railway Company; \$2,500,000, face value, of the first mortgage bonds of the Sacramento Southern Railroad Company, and \$3,084,252.33, face value, of extensions purchase notes of the Central Pacific Railway Company, dated March 1, 1912, now held by the Southern Pacific Company, for and in consideration of the payment by the Union Pacific Railroad Company of a sum equal to the aggregate principal amount of said bonds and notes, together with the accrued interest thereon (except that the consideration for the purchase of said first mortgage bonds of the Chico and Northern Railroad Company shall be the book cost thereof to the Southern Pacific Company), and the Southern Pacific Company agrees to deliver to the Union Pacific Railroad Company the bonds and notes aforesaid; and the Southern Pacific Company further agrees to sell, assign, and transfer to the Union Pacific Railroad Company, and the Union Pacific Railroad Company agrees to purchase, at the face value thereof and accrued interest, all other indebtedness of the Central Pacific Railway Company to the Southern Pacific Company, on account of advances or otherwise, representing expenditures for construction and betterments made since the 29th day of February, 1912, and on account of materials and supplies not paid for out of earnings, in connection with the lines of railroad formerly owned, respectively, by the Central California Railway Company, Chico and Northern Railroad Company, Nevada and California Railway Company, Sacramento Southern Railroad Company, Goose Lake and Southern Railway Company, Fernley and Lassen Railway Company, and Modoc Northern Railway Company, acquired by the Central Pacific Railway Company by deeds of the seven companies aforesaid, each dated February 29, 1912.

20. The Central Pacific Railway Company hereby assumes and undertakes to perform all the obligations assumed by the Southern Pacific Company in that certain contract with the Red River Lumber Company, dated the 29th day of January, 1912, except as to rates on traffic destined to points on lines which will be operated by the Southern Pacific Company subsequently to the effective date of this contract and their connections, and as to such rates the Central Pacific Railway Company agrees to cooperate with the Southern Pacific Company in granting the same.

21. The Central Pacific Railway Company and the Southern Pacific Railroad Company (or the Southern Pacific Company) hereby

mutually agree each to assume any expenditures for surveys of line made as connections and branches of its lines or otherwise for its use or account which are now outstanding and carried in suspense by the other of said parties.

22. All indebtedness and accounts (including expenditures on account of material and supplies not paid for out of earnings, which material and supplies the Central Pacific Railway Company hereby agrees to buy at an agreed or arbitrated price) existing between the

Central Pacific Railway Company and Southern Pacific Company, for which provision is not otherwise made in this agreement (except such as may be evidenced by unmatured bonds of the Central Pacific Railway Company guaranteed by the Southern Pacific Company) shall be adjusted as of the effective date hereof and the balance due after offsetting the mutual indebtedness and accounts, and the purchase price of the notes, securities, and indebtedness which the Union Pacific Railroad Company agrees to buy under section 19 hereof, may be paid by the debtor party on the effective date of this agreement, or payment may be postponed in whole or in part, at the option of said party, to the date of the last payment by the Union Pacific Railroad Company of the consideration and purchase price of the capital stock of the Central Pacific Railway Company. In case of such postponement interest at the rate of five per cent shall be paid from the effective date of this agreement on any and all amounts so postponed, and such settlement shall be subject to such future adjustments, from time to time, as may be necessary to correct the balance first struck and paid as aforesaid.

23. The Union Pacific Railroad Company hereby agrees to indemnify and save harmless said Southern Pacific Company from and against all liability existing, or which may hereafter arise, by reason of the guaranty by said Southern Pacific Company of bonds of said Central Pacific Railway Company not issued and outstanding, or which shall hereafter be issued under:

(a) The first refunding mortgage of said Central Pacific Railway Company to Central Trust Company of New York, as trustee, dated the 1st day of August, 1899.

(b) The three and one-half per cent mortgage of said Central Pacific Railway Company to the United States Trust Company of New York, as trustee, dated the 1st day of August, 1899.

(c) The Through Short Line mortgage of said Central Pacific Railway Company to the Guaranty Trust Company of New York, as trustee, dated the 1st day of October, 1904.

(d) The European loan indenture.

Said Southern Pacific Company, however, agrees that it will continue to execute its guaranty of all bonds which shall hereafter

by the Central Pacific Railway Company, under any of the mortgages described in the foregoing subdivisions (a), (b), and (c) of this section, pursuant to the provisions of said mortgages for the interchange of registered bonds and coupon bonds, or for the issue of bonds in lieu of or in substitution for mutilated or destroyed bonds. And the said Central Pacific Railway Company agrees that it will not permit the issue of any additional bonds under its Through Short Line mortgage, except pursuant to the provisions of said mortgage for the interchange of registered and coupon bonds or for the issue of bonds in lieu of or in substitution for mutilated or destroyed bonds.

24. The Union Pacific Railroad Company hereby agrees to assume and perform all existing obligations now imposed upon the Southern Pacific Company in respect of the lines of the Central Pacific Railway Company (except the line of the railroad from Tehama to the boundary line between the States of Oregon and California) under telegraph, Pullman, mail, express, and all other contracts; and all allowances and other compensation and benefits accruing to the Southern Pacific Company under such contracts shall be equitably apportioned. The existing hospital arrangements of the parties are to be continued until otherwise agreed by the parties, with an interest allowance on some proper basis for the hospital improvements in favor of the company owning the same. It is understood that some adjustment shall be made with reference to the pension rules and regulations of the parties and a proper adjustment and apportionment of pension payments.

25. The Union Pacific Railroad Company and the Central Pacific Railway Company hereby agree to proceed with reasonable diligence for the surrender of the possession of the railways and other properties of the Central Pacific Railway Company now operated by said Southern Pacific Company to effect, as far as such substitution shall be permitted under the European loan indenture, a substitution of collateral of said Central Pacific Railway Company or of said Union Pacific Railroad Company for collateral of the Southern Pacific Company heretofore pledged and now held under the provisions of said European loan indenture, and also to use their best endeavors, so far as the same shall not involve expense or cost to Central Pacific Railway Company and Union Pacific Railroad Company, to secure a release or rescission of the covenants and agreements contained in section 3 of article three of said indenture, and as to any collateral owned by the Southern Pacific Company so pledged and (and which it covenants in said indenture not to sell or pledge) which shall not have been released and surrendered to said Southern Pacific Company within a reasonable period, or any shares of stock which the Southern Pacific Company is pro-

hibited from selling or pledging under the covenants and agreement aforesaid, the Union Pacific Railroad Company will deliver to said Southern Pacific Company, under a suitable agreement for the protection of the same, other collateral equal in value to the collateral of the Southern Pacific Company then remaining so pledged and held or so prohibited from sale or pledge. If the parties fail to agree respecting the relative value of such collateral, the matter in dispute shall be determined by arbitration as hereinafter provided.

26. The Southern Pacific Company hereby agrees duly and faithfully to observe and perform all the terms, covenants, conditions, and requirements contained in the European loan indenture to be observed and performed on its part, and not to permit or suffer any act, matter, or thing whereby any default shall be created or incurred in accordance with the terms of said European loan indenture on account of the breach of any of the terms, covenants, conditions, and requirements on its part to be observed or performed; and that in

the event that the bonds outstanding under said European loan
542 indenture shall become or be declared due and payable prior to the maturity thereof on account of any act, matter or thing done or suffered by the Southern Pacific Company contrary to the provisions of this section 26, the Southern Pacific Company will pay upon demand to the Central Pacific Railway Company as liquidated damages a sum equal to such proportion of the amount of the aggregate discount, commissions and expenses incurred by the Central Pacific Railway Company upon and in connection with the bonds issued under said European loan indenture as the period then remaining prior to the first day of March, 1946, shall bear to the entire period of 35 years during which said bonds were by their terms to have remained outstanding.

SIXTH.

27. The Southern Pacific Company hereby agrees that, except in the regular course of carrying on and conducting the ordinary business and operations of the Central Pacific Railway Company, none of the property and assets of said Central Pacific Railway Company has been since the 2nd day of December, 1912, or shall be, assigned, transferred, conveyed, or otherwise disposed of, before the surrender to said Central Pacific Railway Company of the possession of the
properties of that company now held and operated by the
543 Southern Pacific Company, and before the reconstitution of the board of directors of said Central Pacific Railway Company, as provided in section 2, article first, hereof; and that, with the exception aforesaid, no obligations of the Central Pacific Railway Company have been incurred or released since the said 2d day

December, 1912, or shall be incurred or released before the surrender of the said property to the Central Pacific Railway Company and the reconstitution of the board of directors of the Central Pacific Railway Company as aforesaid; and that since said date no dividend on the capital stock of the Central Pacific Railway Company has been declared, and that none shall be declared before the surrender of the possession of said property to the Central Pacific Railway Company and the reconstitution of the board of directors of said company as aforesaid, except dividends at the rate of six per cent per annum on the common capital stock from June 1, 1912, to January 1, 1913, and dividends at the rate of four per cent per annum on the preferred capital stock from August 1, 1912, to January 1, 1913. The Southern Pacific Company hereby agrees to pay to Union Pacific Railroad Company, upon demand after the effective date of this agreement, the proportionate part of any dividend received by or credited to it, on account of its holding of capital stock of the Central Pacific Railway Company, for any period subsequent to January 1, 1913, with interest thereon at the rate of five per cent from January 1, 1913. The Oregon Short Line Railroad Company shall be entitled to retain the dividend payable to stockholders of the Southern Pacific Company registered on the books of that company on December 2, 1912, and received by said Oregon Short Line Railroad Company on January 2, 1913.

28. The Southern Pacific Company hereby undertakes and agrees that in the interval between December 2, 1912, and the surrender of the lease and property of the Central Pacific Railway Company to the Central Pacific Railway Company no changes have been or will be made in rates, divisions, revenue, or service on the Central Pacific Railway that will prejudice the interests of the Union Pacific Railroad Company or discriminate against the Central Pacific Railway Company in favor of the Southern Pacific Company.

29. The Southern Pacific Company hereby agrees that all interest and other obligations of the Central Pacific Railway Company and all taxes maturing and becoming payable before the surrender of the possession of the properties of the said Central Pacific Railway Company now operated by said Southern Pacific Company shall be paid for account of the Central Pacific Railway Company, and that said Southern Pacific Company will advance any funds necessary for that purpose if the said Central Pacific Railway Company shall not have the same readily available, and further agrees that the roadway and structures and the equipment and other properties and facilities of the Central Pacific Railway Company shall be maintained and the operation of the properties of the said Central Pacific Railway Company shall be carried on and conducted by the

said Southern Pacific Company in strict accordance with the arrangements and practices heretofore existing, until the surrender of said properties to the possession of said Central Pacific Railway Company.

30. It is mutually agreed by all the parties hereto that all leases, deeds, or other instruments either necessary or proper to carry out any of the provisions of this agreement shall be executed and delivered immediately upon the effective date of this agreement or as soon thereafter as practicable, and in each case with such evidence of corporate action, the regularity of meetings and otherwise, as shall be reasonably required by counsel for any party in interest in order to establish the validity of the title to any property acquired as contemplated by the terms hereof; and that each party hereto will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all and every such further acts, transfers, and assurances for the better assuring, conveying, and confirming unto any other party the benefits intended hereby to be conferred and for more completely effecting and accomplishing the purposes of this agreement.

31. The Southern Pacific Company and the Southern Pacific Railroad Company hereby agree, from time to time, to convey and transfer or cause to be conveyed and transferred to the Central Pacific Railway Company, upon the payment of the cost and carrying charges which the Central Pacific Railway Company agrees to pay, the title to any property, except equipment, which has been acquired by the Southern Pacific Company or by any person or corporation at its request for the uses and purposes of the Central Pacific Railway Company; and the Central Pacific Railway Company hereby agrees in like manner and upon the same terms to convey or transfer, or cause to be conveyed or transferred, to the Southern Pacific Company or the Southern Pacific Railroad Company any property, except equipment, which has been acquired by the Central Pacific Railway Company or by any person or corporation at its request for the uses and purposes of said other companies, or either of them; but the obligation herein contained as to property standing in the name of either the Southern Pacific Railroad Company or the Central Pacific Railway Company shall not apply to any such property to which the mortgages of said companies have attached.

32. The said Southern Pacific Company will cause to be executed and delivered to the Central Pacific Railway Company immediately upon the effective date hereof all instruments necessary or appropriate to cancel all leases or other instruments whereby any property of the Central Pacific Railway Company has been leased to or is held by the Southern Pacific Railroad Company or any other company controlled by the Southern Pacific Company or by any person

for the Southern Pacific Company; and in like manner the Central Pacific Railway Company will at the same time cause to be executed and delivered all instruments necessary or appropriate to cancel all leases whereby any property of the Southern Pacific Railroad Company or of the Southern Pacific Company has been leased to or is held by the Central Pacific Railway Company or by any person for it.

SEVENTH.

33. If at any time a question shall arise under this agreement as to which the parties cannot agree and which by the express terms of this agreement is to be determined by arbitration, such question shall be submitted to the arbitrament of five persons. The party demanding such submission shall give to the other party notice of such demand stating specifically the question to be submitted for decision and nominating a person to act as one referee. If at the expiration of twenty (20) days from the receipt of such notice the party receiving it has not notified the party demanding the reference of its nomination of a second referee, the party making the demand may make such selection. The first and second referees chosen shall select three disinterested persons familiar with business and experienced in railway management and affairs, and when the board is complete it shall fix a date and place for the hearing, of which the parties shall be severally notified. If the first and second referees chosen shall be unable to agree upon the other referees, or any of them, such other referee or referees as to which they shall fail to agree shall be appointed upon ten days' notice, upon motion of either party, by the then senior circuit judge of the United States in and for the Second Judicial Circuit, or in his absence from the circuit or inability to act then by the circuit judge of said circuit holding the next oldest commission. After hearing the testimony and arguments which may be submitted by each party the referees, or a majority of them, if they agree upon an award, shall state the same in writing, which when delivered to both parties shall be binding and conclusive upon each, and each party hereby expressly agrees to be bound conclusively thereby. For the purposes of an arbitration under the provisions of this section the Southern Pacific Company and the Southern Pacific Railroad Company jointly shall be deemed one party, and the Union Pacific Railroad Company and Central Pacific Railway Company jointly shall be deemed one party, and action hereunder by, or service hereunder upon, either the Southern Pacific Company or the Southern Pacific Railroad Company shall be deemed binding upon both, and in like manner any action hereunder by, or service hereunder upon, either the Union Pacific Railroad Company or the Central Pacific Railway

Company shall be deemed binding upon both. The board of referees making any final award hereunder shall determine in its discretion by which party the fees and expenses of the arbitrators shall be paid or shall apportion such fees and expenses between the parties, and such fees and expenses shall be forthwith paid by the party or parties liable therefor in accordance with such adjudication of the arbitrators. If either party shall refuse to keep and perform any award made as aforesaid, the adverse party may enforce the same by proper proceedings in any court of law or equity.

EIGHTH.

34. This agreement is made and signed by the parties hereto subject to the conditions hereinafter expressed and shall not become binding or effective for any purpose, or as to any of its provisions, unless until each and all of said conditions shall have been satisfied, to wit:

(1) That a decree of the District Court of the United States for the District of Utah in the merger suit shall be entered, approving the plan hereinbefore recited for the disposition of the capital stock of the Southern Pacific Company held by the Oregon Short Line Railroad Company, and approving this agreement.

551 (2) That the Railroad Commission of the State of California shall consent to and approve (a) the lease of the line of railroad between Tehama and the Oregon-California boundary provided in section 11 of this agreement; (b) the sale and conveyance of so much of the line of railroad between Weed Station, California, and Natron Station, Oregon, provided in section 12 of this agreement, as lies within the State of California; (c) the contract for the equal joint use and possession of the line of railroad between Sacramento and Oakland, California, provided in section 13 of this agreement; (d) the provision contained in section 14 for trackage or running rights between Redwood and San Francisco, California; and (e) the provisions of section 17 as to joint use of terminals, etc.

(3) That the French banks named in the European loan indenture shall consent to the sale of the capital stock of the Central Pacific Railway Company and to the surrender and cancellation by the Southern Pacific Company of its lease of the property of the Central Pacific Railway Company herein provided.

(4) That an agreement shall be made with an underwriting syndicate approved by the executive committee of the Southern Pacific Company for the purchase of the entire amount of one hundred and twenty-six million six hundred fifty thousand dollars (\$126,650,000), par value, of capital stock of the Southern Pacific Company, which shall not be subscribed for by the stockholders of the Union Pacific Railroad Company and Southern Pacific Company pur-

quant to the offer of subscription rights contemplated in the foregoing section 6.

Upon the satisfaction of each and all of the conditions hereinbefore in this section 34 expressed, this agreement shall immediately become effective and operative, and that date shall be deemed the "effective date of this agreement" as that term is used in this agreement.

35. This agreement shall inure to, and be binding upon, the successors and assigns of the parties hereto, and all the rights, privileges, and options hereinbefore conferred upon, or granted to, the parties hereto, shall inure to the benefit of, and the use by, any companies now or hereafter leased, owned or controlled through ownership of a majority of the capital stock by said parties, either, or any of them.

In witness whereof each of the parties hereto has caused this agreement to be executed in its behalf, by its officers thereunto
533 duly authorized, and its corporate seal to be hereto affixed and duly attested, the day and year first above written.

UNION PACIFIC RAILROAD COMPANY,

[SEAL.]

By ROBERT S. LOVETT,

Chairman Executive Committee.

Attest:

THOMAS PRICE, *Assistant Secretary.*

SOUTHERN PACIFIC COMPANY,

[SEAL.]

By J. KRUTTSCHNITT,

Chairman Executive Committee.

Attest:

HUGH NEILL, *Secretary.*

CENTRAL PACIFIC RAILWAY COMPANY,

[SEAL.]

By WM. F. HERRIN, *President.*

Attest:

JOS. HELLEN, *Assistant Secretary.*

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SOUTHERN PACIFIC RAILROAD COMPANY,

[SEAL.]

By WM. SPROULE, *President.*

Attest:

JOS. HELLEN, *Assistant Secretary.*

OREGON SHORT LINE RAILROAD COMPANY,

[SEAL.]

By ROBERT S. LOVETT,

Chairman Executive Committee.

Attest:

ALEX. MILLER, *Secretary.*

Exhibit A.

Agreement of lease entered into this day of , A. D. 1913, between the Central Pacific Railway Company, a corporation of the State of Utah, hereinafter called the "Central Company" and the Southern Pacific Railroad Company, a corporation of the State of California, Arizona, and New Mexico, hereinafter called the "Pacific Company," and the Southern Pacific Company, a corporation of the State of Kentucky, hereinafter called the "Southern Company," witnesseth: That

Whereas, The Central Company owns a line of railroad extending from Tehama, in Tehama County, California, to a connection with the line of railroad of the Oregon and California Railroad Company, at the boundary line between the States of Oregon and California; and

Whereas, the Central Company heretofore executed its certain first refunding mortgage to Central Trust Company of New York, as trustee, dated the 1st day of August, 1899, to secure the payment of bonds issued by the Central Company to the amount of one hundred million (100,000,000) dollars, and which bonds to the amount of ninety-nine million six hundred and ninety-eight
556 thousand (99,698,000) dollars are outstanding and unpaid, and did heretofore execute its three and one-half per cent mortgage to the United States Trust Company of New York, as trustee, dated the 1st day of August, 1899, to secure the payment of bonds issued by the Central Company to the amount of twenty-five million (25,000,000) dollars, and which bonds to the amount of thirteen million, one hundred and twenty-three thousand (13,123,000) dollars are now outstanding and unpaid; and

Whereas, the Southern Company did heretofore execute its certain four per cent. mortgage (Central Pacific stock collateral), to the Union Trust Company of New York, as trustee, dated the 1st day of August, 1899, to secure the payment of certain bonds, and did deposit with the said Union Trust Company of New York, as collateral under said mortgage, certain shares of the capital stock of the Central Company, then owned by the Southern Company, and the Southern Company did afterwards execute its certain supplemental mortgage (Central Pacific stock collateral), to the Union Trust Company of New York, as trustee, dated the 29th day of December, 1899, and did deposit with the said Union Trust Company of New York,
557 as collateral under the said mortgages, certain shares of the capital stock of the Central Company, then owned by the Southern Company, and it is provided in each of said mortgages that in case the stock of the Central Company, so pledged with the Union Trust Company of New York, shall be sold under

the provisions of said mortgages in reference to the sale of such pledged stocks, in consequence of a default of the Southern Company thereunder, any lease of the property of the Central Company shall terminate; and

Whereas the Pacific Company desires to lease the property of the Central Company hereinbefore described; and

Whereas the property now owned by the Central Company is operated by the Southern Company under lease;

Now, therefore, the parties hereto for themselves, their successors and assigns, have mutually agreed as follows:

First. The Central Company, in consideration of the premises and of the rents and covenants herein reserved and contained on the part of the Pacific Company to be paid and performed, does by these presents grant, demise, let, and lease unto the Pacific Company, its successors and assigns, all and singular the railroad and telegraph lines of the Central Company extending from Tehama, in Tehama County, California, to the connection with the line of railroad of the Oregon and California Railroad Company at the boundary line between the States of California and Oregon, the rights of way for said railroad and telegraph line, and all lands used for any and all purposes in connection with the working, maintenance, and operation of the same, and all easements and appurtenances, except equipment, belonging or in anywise appertaining thereto, and also all rights, powers, privileges, and franchises now owned or possessed by the Central Company in connection with said railroad and telegraph line, together with the rents, issues, and profits of all of said property hereby demised, and each and every part thereof.

To have and to hold the said railroad, telegraph line, appurtenances, rights, privileges, and franchises, together with the rents, issues, and profits thereof unto the said Pacific Company, its successors and assigns, for its and their own proper use and benefit for a term of nine hundred and ninety-nine years from and after the day of , 1913, subject, however, to termination upon the happening of the events herein stated. And the said Pacific Company during the said term shall have the sole and exclusive right, power, and authority to hold, occupy, use, enjoy, control, manage, and operate the same, and to regulate, fix, vary, collect, demand, receive, and dispose of all the rates, tolls, revenues, and charges to accrue thereon or therefrom subject, however, the lien of the mortgages hereinbefore referred to, it being intended hereby to place and put the said Pacific Company in the lieu instead of the Central Company, and with all the rights of the Central Company in respect to said property, the said Pacific Company, its successors and assigns, yielding and paying therefor, to the Central Company, its successors and assigns, at the times and in the

manner hereinafter provided, the yearly rents hereinafter specified and keeping and performing all and singular the covenants hereinafter set forth to be kept and performed by the said Pacific Company.

Second. The Central Company will pay principal and interest upon its bonds now outstanding and will indemnify, protect and keep harmless the said Pacific Company, from any and all liability, damage, or expense on account of any indebtedness, liability, or obligation, heretofore or hereafter contracted or incurred by the Central Company, and the Pacific Company may and shall deduct and retain

from any amounts becoming due and payable to the Central Company under the terms hereof such sums of money as it may be obliged to pay for the protection of its rights under the indenture by reason of the default of the Central Company in keeping or performing the covenants or agreements herein contained.

Third. The Pacific Company will make to the Central Company at San Francisco, California, as the Central Company may designate a payment of dollars (\$) per annum, in two equal installments on the first day of June and the first day of December each year.

Fourth. The Pacific Company will operate said railways and appurtenant property in such manner as to impose no liability upon the Central Company, and will at all times during the existence of this lease keep and preserve the said railway and appurtenances thereof unto belonging in good repair, ordinary wear and tear and destruction by the elements excepted, and will make from time to time such repairs, replacements, and betterments as may be necessary, and will preserve all the rights, privileges, and franchises connected with said railway and telegraph line, or any part thereof; and the Central Company shall at all times during the continuance of this lease have a right to examine and inspect the property hereby demised, and the property shall at all times be open to the inspection of the president of the Central Company and such persons as he may designate.

Fifth. The Pacific Company will pay and discharge all expenses, cost, damages, demands, or liens whatsoever which, without default of the Central Company, now exist or shall hereafter arise during the continuance of this lease upon the property hereby demised, and will at all times during such period save and keep harmless and indemnify the Central Company therefrom, and will defend all actions and suits which shall or may be brought against the Central Company during said period arising out of the operation of said railway road and other properties, and will pay all taxes and assessments which may be lawfully levied and assessed for the year ,

all subsequent years during the said period, upon the said railroad or other property hereby demised, and upon the business or income of the same, and upon the Central Company in respect to the property hereby demised.

Sixth. Should the Pacific Company at any time or times hereafter during the existence of this lease fail to make any payment when due which it is obligated to make by this contract, or fail in any other respect to perform this agreement and such default continue for ninety days after notice in writing of intention to terminate this lease, given by the Central Company to the Pacific Company, then and in every such case it shall be lawful for the Central Company, its successors and assigns, at their option, to enter without process of law into and upon the said railroads and other property hereby demised and every part thereof, and to have and to hold all such property, together with all the additions and improvements which shall have been made to the same, and all right, title, and interest whatever of the Pacific Company in and to the said property shall thereupon wholly cease and terminate; but such entry shall not waive or prejudice any claim or right of the Central Company to or for damages against the Pacific Company, or the Southern Company, on account of such nonpayment or on account of nonperformance or breach of the terms of this lease; provided, however, that nothing contained in this paragraph sixth shall require the Pacific Company to pay any tax, assessment, charge, or lien so long as the Pacific Company in good faith and by appropriate proceedings shall contest the validity thereof.

This lease shall also terminate, and all rights of the Pacific Company or the Southern Company herein shall terminate, and the Central Company shall be entitled to enter into possession of the property to the extent and with the effect as above provided in case the stocks pledged with the Union Trust Company of New York, as trustee, under the four per cent mortgage (Central Pacific stock collateral), dated the 1st day of August, 1899, and under the Southern Company's supplemental mortgage (Central Pacific stock collateral), dated the 29th day of December, 1899, as security for the Southern Company's four per cent gold bonds (Central Pacific stock collateral), shall be sold under the provisions of said mortgages, or either of them, in reference to the sale of such pledged stock in consequence of a default of the Southern Company under said mortgages.

Seventh. Whenever said railroad and other property can be conveyed by the Central Company free from the mortgage liens now existing thereon, the Pacific Company shall be entitled, for two years thereafter, to purchase, at its option, evidenced by a notice in writing

given to the Central Company, the railroads and other property hereby demised, at and for the value of _____ dollars, to be paid to the Central Company.

564 Eighth. If at any time a question shall arise touching the construction of this contract or concerning the observance or performance of any of its covenants or provisions, upon which question the parties can not agree, such question shall be submitted to the arbitrament of five persons. The party demanding such reference shall give to the other party notice of such demand stating specifically the question to be submitted for decision and nominating a person to act as one referee. If at the expiration of twenty days from the receipt of such notice the party receiving it has not notified the party demanding the reference of its nomination of a second referee, the party making the demand may make such selection. The first and second referees chosen shall select three disinterested persons familiar with business and experienced in railway management and affairs, and when the board is complete the referees shall fix a day and place for the hearing of which the parties shall be severally notified. If the first and second referees chosen shall be unable to agree upon the other referees or any of them, such referee or referees may be appointed upon ten days' notice upon motion of either party by the judge of any court of the United States within
565 the State of California, holding the senior commission, and in his absence by the judge holding the next oldest commission. After hearing the testimony and arguments which may be submitted by each party, the referees, or a majority of them, if they agree upon an award, shall state it in writing, which when delivered to both parties shall be binding and conclusive upon each, and each party hereby expressly agrees to be bound conclusively thereby.

The board of referees making any final award hereunder shall determine, in its discretion, by which of the parties the fees and expenses of the arbitration shall be paid, or shall apportion such fees and expenses between the parties, and such fees and expenses shall be forthwith paid by the party or parties liable therefor, in accordance with such adjudication of the referees.

Immediately after any award, each party will comply with and fully perform said award, and will make such payments and restitutions as may be in and by such award required of it to be made. If either party shall refuse to keep and perform any award, the adverse party may enforce the same by apt proceedings in any court of law or equity.

566 The books and papers of both parties, as far as they relate to any matter submitted to arbitration, shall be open to the examination of the arbitrators; and until the arbitrators shall make their award upon any question submitted to them, the business, settle-

ents, and payments to be transacted and made under the terms of this agreement shall continue to be transacted and made in the manner and form existing prior to the arising of such question.

Eighth. It is agreed that this lease and all rights thereunder may be assigned to the Southern Pacific Company; and the Southern Pacific Company hereby guarantees the performance of this contract by the Pacific Company, and executes this contract in pursuance of that obligation.

In witness whereof, the Central Pacific Company, the Southern Pacific Railroad Company, and the Southern Pacific Company have caused this instrument to be executed under the corporate seals and under the hands of their respective presidents and secretaries, or vice presidents and assistant secretaries, the day and year above written.

CENTRAL PACIFIC RAILWAY COMPANY,

By

President.

In the presence of, as to Central Pacific Railway Company—

Attest:

Secretary.

SOUTHERN PACIFIC COMPANY,

By

President.

In the presence of, as to Southern Pacific Company—

Attest:

Secretary.

SOUTHERN PACIFIC RAILROAD COMPANY,

By

President.

In the presence of, as to Southern Pacific Railroad Company—

Attest:

Secretary.

§ STATE OF

County of , ss:

On this day of , in the year 1913, before me, ———, a notary public in and for the State and county aforesaid, personally appeared ———, known to me to be the ——— of Central Pacific Railway Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof I have hereunto set my hand and official seal the day and year first above written.

STATE OF _____,
County of _____, ss:

On this _____ day of _____, in the year 1913, before me, _____, a notary public in and for the State and county aforesaid, personally appeared _____, known to me to be the _____ of Southern Pacific Railroad Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In witness whereof I have hereunto set my hand and official seal the day and year first above written.

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Exhibit B.

Contract made the _____ day of _____, A. D. 1913, between the Southern Pacific Company, hereinafter called the "Southern Company", a corporation of the State of Kentucky; Southern Pacific Railroad Company, hereinafter called the "Pacific Company", a corporation of the States of California, Arizona, and New Mexico; and the Central Pacific Railway Company, hereinafter called the "Central Company", a corporation of the State of Utah.

Whereas the Pacific Company owns a line of railroad in the State of California between Sacramento and Oakland via Benicia and Port Costa, together with terminal property at Sacramento and Oakland and intermediate points; and the Southern Company now operates the property of the Pacific Company, above mentioned, under an agreement of lease between the Pacific Company and the Southern Company; and the Southern Company and the Pacific Company have agreed to grant to the Central Company the use of said railroad and other property of the Pacific Company at the rental for the term and on the conditions hereinafter stated:

Now, therefore, in consideration of the premises and of the mutual dependent promises stated in this contract, the parties agree:

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ARTICLE I.

SEC. 1. The Pacific Company and the Southern Company grant to the Central Company the equal joint possession and use, together with the Southern Company, of all that part of the railway and appurtenant property, owned neither by the Pacific Company or the Southern Company, including telegraph and telephone lines, from the connections with the Central Company's tracks in Sacramento, California, via Benicia and Port Costa, to connections with the Central Company's tracks in Oakland, California, including the ferries between Benicia and Port Costa, and ferry slips at Benicia and Port Costa, and any bridge, tube, or tunnel substituted for the ferry

between Benicia and Port Costa, and also all main tracks, spur and
e tracks, depots, fences, stations, tanks, warehouses, freight houses,
ndhouses, machine shops, and all other buildings, fixtures, im-
vements, additions, and betterments, of whatever kind or de-
cription now owned or held, or which may hereafter be owned or
ld for the use of said railways, telegraph and telephone lines, or
connection with the working, maintenance, and operation of the
same, and also all lands, tenements, hereditaments, ways, and
rights of way now owned or held, or which may hereafter be
owned, held, or possessed for said railways, telegraph and
phone lines, and for any and all purposes in connection with the
struction, working, maintenance, and operation of the same, or
r all of them, and all the easements, privileges, and appurte-
nces of every kind and nature, except rolling stock and supplies
reunto belonging or in anywise appertaining.

The Central Company, by its own employees and equipment, may
and transact over, upon, and by means of such railway and
purtences, and all additions, improvements, and betterments
reto, all such business as is or hereafter may be, carried on by rail-
y and common carrier, including mail and express, subject only
the terms and conditions hereinafter stated

Sec. 2. The Southern Company will have the general control, man-
ment, and administration of said railway and appurtences, and
d maintain and at all times keep the same in good condition and
air, and suitable for the business of all users of the property. It
d pay the taxes thereon, except taxes based on earnings, and com-
ply with all the regulations prescribed by law with respect
thereto. Assessments and property taxes shall be borne half
and half by the Central Company and the Southern Company.
ch party will pay any assessments or taxes based on its gross earn-
s. The Southern Company will furnish water and other supplies,
ident to the maintenance and operation of the property jointly
d. It shall not be bound to furnish any fuel or other supplies, ex-
t water, for the trains or equipment of the Central Company, nor
the special or exclusive use in any manner of the Central Com-
y, or the officers or employees thereof. The Southern Company
ll have unrestricted power to change, add to, better, and repair
property as it may deem advisable, including the right to pro-
e such additional main and other tracks as it shall deem neces-
y, not, however, so as by such changes, additions, betterments, and
airs, permanently to impair its usefulness to the Central Com-
y. If the Central Company shall, at any time, deem the con-
nection of additional main track or tracks, or other tracks, neces-
y to the proper conduct of its business, and the Southern Com-

pany be unwilling to construct any such additional main or other track, then the Central Company shall have the right to submit the question of the reasonable necessity of such track or tracks, to arbitration as hereinafter provided. Should the Southern

573 Company change the character of its motive power, and use some form of power other than steam, and for the purpose of such change add to the leased property facilities of which the Central Company makes no use and obtains no benefit, or should the Central Company create its own roundhouses and oil tanks, or other fueling or coaling facilities, which it is given the right to do under reasonable conditions as to connections with the line, then the Central Company will not be required to pay any share of the interest charge or the expense of maintenance and operation of the said facilities created by the Southern Company, or to pay any share of the interest charge or expense of maintenance and operation of roundhouses and oil tanks, or other fueling or coaling facilities, created by the Southern Company subsequent to the date that the Central Company creates its own facilities, unless the Central Company should use such added facilities, in which case the Central Company will join in paying interest charge, and other expenses, on the basis hereinafter stated in this contract. In case the Central Company creates its own roundhouses and fueling or coaling facilities on the property of the

Southern Company, the Southern Company shall have the
574 right to purchase them on reasonable notice at a fair price, for the benefit of all the users of the property, in which case all users of the property shall pay on the basis hereinafter stated their share of interest on cost and expense of maintenance and operation of the facilities so purchased. Should the Central Company desire to use the special facilities created for the purpose of change in motive power the Southern Company will permit the use of such facilities on the basis of a pro rata share of interest at five per cent per annum on their value, and of maintenance and operation cost based on use.

Should the Central Company change the nature of its motive power and use some form of power other than steam, then for the purpose of such change the Central Company, at its own expense, can add to the leased property the necessary facilities for such change of power, and shall be allowed to exclusively use the same; but the Southern Company shall have the right to purchase them on reasonable notice, at a fair price, for joint benefit, in which case the parties shall pay on the basis hereinafter stated their share of interest on cost and the expense of maintenance and operation of the facilities so purchased.

575 SEC. 3. The Southern Company will order and direct the movement of engines, cars, and trains under such reasonable rules and regulations customary among railways as it may adopt.

from time to time. All regulations and train schedules shall be equal, just, and fair, and shall not unjustly discriminate against either party. All passenger trains shall be given preference over other trains, and the trains of each of the parties shall be given equal despatch according to their class.

The Central Company shall have in every respect the same rights and privileges in the transaction of its business that the Southern Company has as to its business.

Sec. 4. All agents and employees engaged upon said railway by the Southern Company shall do the business of the Central Company without discrimination. Such agents and employees shall not solicit business or recommend the routing thereof, but in all respects shall act with entire impartiality between the parties using the property. All agents collecting or receiving money shall be, in so far as concerns the business and revenues of the Central Company, the agents and employees of that company, and shall report and remit directly to it, and shall keep the Central Company's accounts and records and make such reports to the Central Company as its business and settle with and account to the Central Company so often and as fully as may be required by it, and the Central Company may bond such agents or employees, or require them to furnish bond, and the Southern Company shall not be liable to the Central Company for their acts, neglects, or defaults. Any joint employee shall be removed from service on the property on the request in writing of the Central Company. Any employee engaged in the service of the Central Company upon or about trains, coal bunkers, oil tanks, roundhouses shall be withdrawn from service on the property on request of the Southern Company in writing, giving reasonable grounds for such withdrawal.

Sec. 5. The Southern Company will maintain at all stations, other than Sacramento, facilities adequate and suitable for the business. In order so to do, the Central Company may create its own station facilities under reasonable conditions as to connection with the leased premises. The Southern Company shall have the right to purchase at a fair price such facilities, when built on its property, in which case the facilities will be for joint use of the parties, and the price paid therefor added to the basis of rental like other improvements, betterments, and additions.

Sec. 6. Branch lines of either party shall be allowed to make connection with the railway at suitable and convenient points. Industry tracks are to be created when necessary, and the cost thereof shall be added as basis of rental, as herein provided in the case of improvement, betterments, and additions, and if any user of the property objects to the creation of any such spur it shall not be charged on account of the cost or maintenance thereof, and shall not use the same,

but at any time it may elect to use the same and from that time on shall be charged rental for its proportion of the cost, including interest at five (5) per cent per annum to that date, and for the future maintenance thereof. If the Central Company deems the construction of side tracks (other than passing or yard tracks) necessary to the proper conduct of its business, the Central Company may request the Southern Company, in writing, to put in such tracks, and if the Southern Company shall fail to commence work thereon within a period of ninety (90) days and complete the same within a reasonable time thereafter, the Central Company may put such tracks in at its own cost and expense, including the expense of connections,

578 such connections to be made in such manner and at such points as the chief engineer of the Central Company may designate.

The Central Company shall have the exclusive use of the tracks, and shall put in and maintain the same, but the Southern Company shall have the right to purchase them on reasonable notice and at a fair price, in which event the Central Company shall pay, on the basis herein stated, its share of interest on cost and the expense of maintenance and operation of the facilities so purchased.

SEC. 7. Whenever commercial or industry leases are desired by third parties upon any part of the property covered by this agreement, each of such leases shall be made upon agreement of the parties hereto. In case the Southern Company and the Central Company shall fail to agree as to the making of such lease, either of them shall be entitled to submit to arbitration as to the demand herein for the purpose of determining whether or not such commercial or industry lease may be granted without interfering with the use of the property for railroad purposes.

All sums received from third parties, other than railway companies, users of the joint property, derived from the use or

579 occupation of any part of the property covered by this agreement or for any building or improvement directed thereon shall be accounted for by the Southern Company in the monthly bills rendered for maintenance and operation.

ARTICLE II.

SEC. 8. The Central Company will pay for the rights and privileges herein granted the sum of two and one-half ($2\frac{1}{2}\%$) per cent per annum on the value of the property covered by this agreement, in two equal instalments, on the first day of June and the first day of December in each year, and this rental will be increased by two and one-half ($2\frac{1}{2}\%$) per cent per annum upon the actual cost (which shall include transportation and insurance and a just sum to cover the cost of superintendence and management) to the Southern Company

or the Pacific Company of all improvements, betterments, and additions to the property properly chargeable to capital account. The rentals herein agreed to be paid are based upon the use of the property by the Central Company and by the Southern Company as lessee of the Pacific Company, and if another railway company, or other railway companies, are admitted to run trains upon the said railway, or any part thereof, one-half of the rental payment of such tenant or tenants shall be credited to the Central Company.

150 SEC. 9. The Central Company will also pay such pro rata proportion of the cost actually incurred by the Southern Company in the maintenance and operation of the property (which shall include transportation and insurance, and a just sum to cover the cost of superintendence and management) as the number of miles on said railway, or any part thereof, run by the engines and cars in its trains bears to the whole number of miles run by engines and cars of all the parties using the same or any part thereof. Each engine and tender shall be counted as two cars. All movements of engines and cars shall be considered as trains within the meaning of this paragraph; but the switching of cars within actual yard limits, or the movement of work trains engaged in working upon the joint line, shall not be counted.

Transportation of supplies, materials, and other freights originating at competitive points off the joint property, and necessary for the maintenance or repair of the property or additions or betterments thereto, shall be routed between the Central Company and the Southern Company so that the service performed beyond Sacramento and Oakland may be equitably divided between the two companies, and as nearly equal as may be.

61 SEC. 10. The Central Company will make all payments to the Southern Company at the city of San Francisco. At the option of the Southern Company payments for the rental shall be made in gold coin of the present standard. Bills for the maintenance and operation of the line shall be rendered monthly by the Southern Company as soon as may be after the close of each month, and shall be paid within thirty (30) days thereafter. Payment of such bills shall not be delayed for errors which are not serious or important, but they shall be paid as rendered, notwithstanding any error of ordinary character likely to occur in railroad accounts, the necessary corrections to be made in subsequent bills.

SEC. 11. The books, records, vouchers, and papers of the Southern Company or the Pacific Company touching or material to the cost of improvements, betterments, or additions to the property, or touching material to the cost of maintenance or operation, at all times shall be freely open to the examination of the Central Company.

SEC. 12. Should the Central Company fail to make any payment when due, which it is obligated to make by this contract, or
582 fail in any other respect to perform the agreement, and such default continue for six (6) months after notice in writing of intention to terminate the contract, given by the Southern Company to the Central Company, the Southern Company may at its election declare this agreement terminated, and may exclude the Central Company from all use of the property described herein: Provided, That failure to make any payment which is the subject for arbitration or litigation shall not be deemed cause of forfeiture hereunder.

ARTICLE III.

SEC. 13. The Southern Company shall be bound to use only reasonable and customary care, skill, and diligence in maintaining and repairing the roadway, tracks, structures, and appliances of and pertaining to the said railway and in managing and operating the same, and all employees of the Southern Company (except enginemen and trainmen) employed in maintaining, repairing, or operating the railway, or in dispatching, giving orders for or directing movement of trains, or in performing any other service for the common benefit of the railway companies using the property, shall for the purposes of the contract be regarded while engaged in such work as
583 joint employees of all the railway companies using the property. Enginemen and trainmen of any work train engaged in maintaining, repairing, or adding to the property shall likewise be deemed joint employees. The Central Company shall not, by reason of any defect in the property, or by reason of the failure or neglect of the Southern Company to repair such defect, or by reason of the failure or neglect of any joint employee as herein defined, make against the Southern Company any claim or demand for loss, damage, or injury arising from such defect, neglect, or failure; but should the Southern Company fail to repair any such defect within a reasonable time after being notified in writing so to do by the Central Company specifying the defect, then the Central Company may make the necessary repairs at once, which will be paid by the Southern Company and taken over in its bill for maintenance and operation.

Each railway company from time to time using the property will assume, bear, settle, and pay all loss, cost, damage, or injury while the property jointly used, its property or property in its custody or which its employees or passengers may suffer while it is running its engines, cars, or trains upon or over any part of the property, no matter how such loss, damage, or injury may occur, provided, however, that in case of collision between the engines, cars, or trains of any of the parties from time to time using

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the property or in case of other accident caused by negligence of enginemen or trainmen or of other sole employees of either party, the party whose employee is at fault shall be responsible for and pay the entire loss caused thereby. If such collision or other accident is caused by fault of the train employees of two or more companies using the property or by the fault of a joint employee, each party involved shall bear an equal share of all damage to the property jointly used and all the damage to its own property or property in its custody, or which its employees or passengers may suffer in consequence thereof. Loss and damage caused by the negligence of joint employees not covered by some other provision of this contract shall be charged to operating expenses and divided as herein expressly provided.

Except as hereinbefore provided each railway company from time to time using the property will assume and pay all loss or damage which its engines, cars, or trains may do to third persons or to property of third persons, and each indemnifies the other against all claims and demands for any loss or damage which it herein agrees itself to bear.

585 If any injury shall occur to persons or property by the operation of trains in such a way that it cannot be determined what company's trains caused the injury, the compensation, if any is made to the injured party, shall be apportioned as other operating expenses under this contract.

Neither party shall under any circumstances have any cause of action against the other for loss or damage of any kind caused by or resulting from interruption or delay to its business.

In case a suit shall be commenced against any company using the property for damages for which another user is ultimately liable, the party sued may give notice to the other party of such suit and thereupon the company so notified shall assume the defense of the suit and save the company sued harmless.

The parties will settle as between themselves any claim for loss or damage according to the terms of this contract, notwithstanding any judgment or decree of a court or other tribunal in a proceeding brought by third parties.

586 Sec. 14. If any train of the Central Company shall be wrecked while running upon the tracks covered by this contract, the wreck shall be picked up at once and removed by the Southern Company, and the Central Company (except as herein otherwise provided) shall bear the whole cost of such service, including the rental of equipment.

Sec. 15. If at any time a question shall arise touching the construction of this contract, or concerning the business or manner of transacting the business to be carried on under its provisions, or

concerning the observance or performance of any of its covenants upon which question the parties can not agree, such question shall be submitted to the arbitrament of five persons. The party demanding such reference shall give to the other party notice of such demand, stating specifically the question to be submitted for decision and nominating a person to act as one referee. If at the expiration of thirty days from the receipt of such notice the party receiving has not notified the party demanding the reference of its nomination of a second referee, the party making the demand may make such selection. The first and second referees chosen shall select three disinterested persons familiar with business and experienced in railway management and affairs; and when the board is complete 587 shall fix a day and place for the hearing, of which the parties shall be severally notified. If the first and second referees chosen shall be unable to agree upon the other referees, or any of them, such referee or referees as to which they fail to agree shall be appointed upon ten days' notice upon motion of either party by the judge of any court of the United States within the State of California holding the senior commission, and in his absence by the judge holding the next oldest commission. After hearing the testimony and arguments which may be submitted by each party, the referee or a majority of them, if they agree upon an award, shall state it in writing, which, when delivered to both parties, shall be binding and conclusive upon each, and each party hereby expressly agrees to be bound conclusively thereby.

The board of referees making any final award hereunder shall determine in its discretion, by which of the parties the fees and expenses of the arbitration shall be paid, or shall apportion such fees and expenses between the parties, and such fees and expenses shall be forthwith paid by the party or parties liable therefor, in accordance with such adjudication of the referees.

Immediately after any award each party will make such 588 changes in the conduct of its business, or such payments or restitution, as the case may be, as are in and by such award required of it to be made. If either party shall refuse to keep and perform any award, the adverse party may enforce the same by appropriate proceedings in any court of law or equity.

The books and papers of both parties as far as they relate to any matters submitted to arbitration shall be open to the examination of the arbitrators; and until the arbitrators shall make their award upon any question submitted to them the business, settlements, and payments to be transacted and made under the terms of this agreement shall continue to be transacted and made in the manner and form existing prior to the arising of such question.

Sec. 16. As long as any arrangement exists between the Southern Company and the Pacific Company whereby the Southern Company is legally entitled to have the possession, control, and management of the property herein described, the Southern Company and the Pacific Company shall be regarded for all purposes under this agreement, including arbitration, jointly as one company, represented by the Southern Company. Whenever and as soon as the Southern Company is not entitled, as between itself and the Pacific Company, to the possession, control, and management of the property of the Pacific Company described herein, and the Pacific Company enters into the possession of its own property, and the control and management thereof, then the words "Southern Company", as used in secs. 2, 3, 4, 5, 6, and 7, in Article I herein, and in Article II, and in the preceding paragraphs of Article III hereof, shall be construed to mean the Pacific Company in connection with the property herein described then owned by the Pacific Company, and in its possession, and shall be construed to mean the Southern Company in connection with the property herein described, then owned by the Southern Company, and the payments to be made by the Central Company on account of rental and the expense of maintenance and operation shall be divided between the Pacific Company and the Southern Company, as evidenced by agreement in writing made between the Pacific Company and the Southern Company and delivered to the Central Company, and in case the Pacific Company and the Southern Company be unable to agree, then such payment so required to be made by the Central Company shall be divided by arbitration, as provided in this agreement, the Southern Company being regarded as one party and the Pacific Company as another party in such arbitration.

No additional companies shall be admitted to use the property except by the written consent of both the Pacific Company and the Central Company, but the rights of each party hereto shall be deemed appurtenant to and running with its railroad, and it may sell, assign, lease, or mortgage as an entirety the said rights in connection with and as a part of its railroads. Covenants and agreements herein contained shall apply to and bind the parties hereto, their successors, assigns, and lessees, and shall inure in favor of the successors, assigns, and lessees of the parties in whose benefit made.

Sec. 17. This contract shall take effect on the day of , 191 , and rental shall accrue from that date and shall continue from that time, whether the Central Company uses the property or not. It shall continue for a term of nine hundred and ninety-nine years from the time it goes into effect.

Sec. 18. Notices under this contract shall be in writing to the president, vice president, or secretary of the company to be notified.

591 In testimony whereof Southern Pacific Company, Southern Pacific Railroad Company, and Central Pacific Railway Company have caused this instrument to be executed under their respective corporate seals and under the hands of their respective presidents and secretaries or vice presidents and assistant secretaries this day and year above written.

SOUTHERN PACIFIC COMPANY,

By

President.

In the presence of as to Southern Pacific Company—

Attest:

Secretary.

SOUTHERN PACIFIC RAILROAD COMPANY,

By

President.

In the presence of as to Southern Pacific Railroad Company—

Attest:

Secretary.

CENTRAL PACIFIC RAILWAY COMPANY,

By

President.

In the presence of as to Central Pacific Railway Company—

Attest:

Secretary.

592 PETITIONER'S EXHIBIT NO. 21, SEPTEMBER 21, 1914.

All communications to be addressed to the Registrar of Joint Stock Companies, Companies Registration Office, Somerset House, London, W. C.

Remittances must be made out in favour of "The Commissioners of Inland Revenue", and be crossed "Bank of England, Inland Revenue a/c." Amounts of 1/— and upwards must not be remitted in stamps.

The following number and letter should be quoted in the reply: 55983.

COMPANIES REGISTRATION OFFICE,

SOMERSET HOUSE,

London, W. C., 18th August, 1914.

Central Pacific Railroad Shareholding Company, Limited.

SIR: I have to acknowledge the receipt of your letter of the 1st instant, enclosing money order for £2, and in compliance with your request I forward herewith copies and extracts from documents on

the file of the above-named company, so far as they appear to furnish the information asked for.

The company was incorporated on the 8th of February, 1898, and was dissolved three months after the filing of the return of final winding-up meeting on the 26th of September, 1899.

Only one annual summary of share capital and shares and list of shareholders was filed, a copy of which is enclosed.

A money order for £1-12-5, the balance of your remittance after deducting poundage and postage and copy charges, is enclosed.

I am, sir, your obedient servant,

P. THOMPSON, *Registrar.*

To EDWARD F. McCLENNEN, Esq.,

161 Devonshire Street, Boston, Massachusetts, U. S. A.

Memoranda.

The companies (consolidation) act, 1908.

1. A company (other than a "private" company or a company which has allotted any shares or debentures before the 1st July, 1908), which does not issue a prospectus on or with reference to its formation must not allot any of its shares or debentures unless before first allotment of either shares or debentures there has been filed with the registrar of joint-stock companies a statement in lieu of prospectus, duly signed, in the form and containing the particulars set out in the second schedule to the act (s. 82).

2. Every company must, before carrying on business, file with the registrar a notice of the situation of its registered office and subsequently of any change therein (s. 62).

3. Every company (except companies registered in pursuance of licenses under s. 20) must file a copy of its register of directors or managers and notify from time to time any change that takes place therein (s. 75).

4. Every company limited by shares must hold its statutory meeting within a period of not less than one month nor more than three months from the date at which it is entitled to commence business. A copy of the statutory report, which must be sent to every member at least seven days before the meeting, must be filed with the registrar immediately after it has been sent to the members; but these provisions, so far as regards the forwarding and filing of the statutory report, do not apply in the case of a "private" company (s. 65).

5. Whenever a company limited by shares makes any allotment of shares, it must within a month thereafter file a return of such allotments in the prescribed form (s. 88).

6. Every company must hold a general meeting once at least every calendar year, and not more than fifteen months after the holding of the last preceding general meeting, and if not so held the company and every director, manager, secretary, and other officer of the company who is knowingly a party to the default is liable to a fine not exceeding £50 (s. 64).

7. Every company having a share capital must file annually a summary of its capital, together with a list of its members and directors in the prescribed form, such summary to be made up to the 14th day after the first ordinary general meeting in each year and registered within seven days after such 14th day (s. 26).

596 8. Every mortgage or charge (as defined by s. 93 (1)) created by a company and requiring registration, will, so far as any security on the company's property or undertaking is thereby conferred, be void against the liquidator and any creditor of the company unless the prescribed particulars are registered with the registrar within twenty-one days after the date of the creation of the mortgage or charge.

9. A copy of every prospectus duly dated and signed must be filed on or before the date of its publication (s. 80).

10. A copy of every special and extraordinary resolution passed by a company must be printed and forwarded to the registrar within fifteen days from the date of the confirmation of the special resolution or from the passing of the extraordinary resolution (s. 70).

11. Under the provisions of the "public offices fees act, 1879", as applied to the companies registration office by notices in the London Gazette, the lords of His Majesty's treasury require all fees payable in that office, or to the offices thereof, to be collected by means of stamps.

597 12. Documents tendered for registration must be according to the approved forms and bear an impressed companies registration fee stamp of 5s., except in the cases of notices of increase of capital or members, and registration of mortgages where ad valorem stamps to the amount of the authorized fees must be impressed.

13. Stamped forms for the various notices, returns, &c., under the act may be obtained at the companies registration office, Somerset House. The charge is 5s. 2d. for each stamped form when ad valorem fees are not payable, except in the case of the statement in lieu of prospectus, and of the annual return (paragraph 7) which are 5s. 3d. each. Unstamped continuation forms for lists of members are sold at one penny per form.

14. Office copies are charged for at the rate of 4d. per folio of words. Copies of satisfactions of registered mortgages and charges are 5s. each. Certificates of incorporation and of registration of mortgages and charges, after the first, are 5s. each. The inspection

fee is 1s. for each company searched. Stamps for office copies, &c., and inspection forms bearing the 1s. impressed stamp are sold in the office.

15. Postal orders, money orders, or cheques should be made payable to the commissioners of inland revenue and crossed "Bank of England, inland revenue a/c".

No. of certificate, 55985/5. (Price two pence per sheet. Form No. 6.)

Registered, 39023, 20 Aug., 1898.

"The companies' acts, 1862 to 1893."

35 & 26 Vict., c. 89; 30 & 31 Vict., c. 131; 40 & 41 Vict., c. 26; 42 & 43 Vict., c. 76; 43 Vict., c. 19; 46 & 47 Vict., cc. 28 & 30; 49 Vict., c. 23; 53 & 54 Vict., cc. 62, 63, & 64; and 56 & 57 Vict., c. 58.)

Form E, as altered by the Board of Trade, by notice in the London Gazette of the 14th day of April, 1885, pursuant to s. 71 of companies' act, 1862.

(Stamped:) Companies Registration Office, 18 Aug., 1914.

(One shilling companies registration stamp, cancelled 18 Aug., 1914.)

A 5/- companies registration-fee stamp must be impressed here.

Summary of capital and shares of the ————.

Central Pacific Railroad Shareholding Company, Limited, made up to the twenty-first day of June 1898 (being the fourteenth day succeeding the date of the first ordinary general meeting in the year).

Nominal capital, £10,000, divided into * 10,000 shares of £1 each.

Number of shares taken up to the 21st day of June, 190 1898 * ————— 7

There has been called up on each of seven shares ————— £ Nil.

There has been called up on each of — shares ————— £ —

Total amount of calls received, including payments on application and allotment ————— £ —

Total amount (if any) agreed to be considered as paid on — shares — £ —

Total amount of calls unpaid ————— £ —

Total amount (if any) paid on ^a — shares forfeited ————— £ —

^a Where there are shares of different kinds (e. g., A or B, or £100 or £5) state the numbers and nominal values separately.

^b Specify the existing shares only, as shown in the list.

^c Where various amounts have been called or there are shares of different kinds (e. g., A or B, or £100 or £5) state them separately.

^d Include what has been received on forfeited as well as on existing shares.

^e State the aggregate number of shares forfeited (if any).

The return should be signed, at the end, by the secretary of the company.

Presented for filing by E. W. Cheesman, 6a Austin Friars, London, E. C.

601-602 List of persons holding shares in the Central Pacific Railroad Shareholding Company, Limited, on the 21st day of June, 1898, and of persons who have held shares therein at any time during the year immediately preceding the said date, showing their names and addresses and an account of the shares so held.

Folio in register ledger, containing particulars.	Names, addresses, and occupations.				Account of shares.				Remarks.	
	Surname.	Christian name.	Address.	Occupation.	Number of shares held by existing members at date of return.	Particulars of shares transferred during the preceding year by persons who are still members.		Particulars of shares transferred during the preceding year by persons who have ceased to be members.		
						Number.	Date of registration of transfer.	Number.		Date of registration of transfer.
Banbury.....	F. G.....	23 Old Broad St., London, E. C.....	Stockbroker, M. P.....	One.....						
Price.....	Joseph.....	5 Great Winchester St., London, E. C.....	Director of pub. co.....	One.....						
Marks.....	Daniel.....	31 Threadneedle St., London, E. C.....	Stockbroker.....	One.....						
Cheesman.....	E. W.....	26 Old Broad St., London, E. C.....	Secretary to pub. co.....	One.....						
Compton.....	Alwyne F.....	13 Copthall Court, London, E. C.....	Stockbroker and M. P.....	One.....						
Rolph.....	R. L.....	29 Oxford Rd., Walthamstow.....	Stationer.....	One.....						
Summers.....	E.....	23 Old Broad St., London, E. C.....	Stockbroker's clerk.....	One.....						

4 (Stamped) Companies Registration Office, 18 Aug., 1914.

(One shilling companies registration stamp cancelled 18 Aug., 1914.)

55985/6. Registered. 34577. 10 Jul., 1899.

Special resolution of the Central Pacific Railroad Shareholding Company, Limited. Passed 22nd June, 1899. Confirmed 10th July, 1899 (pursuant to section 51 of the companies act 1862).

At an extraordinary general meeting of the members of the said company duly convened and held at No. 4 Great Winchester Street in the city of London on the 22nd day of June, 1899, by adjournment from the 15th day of June, 1899, the following special resolution was duly passed; and at a subsequent extraordinary general meeting of the members of the said company also duly convened and held at the same place on the 10th day of July, 1899, the said special resolution was duly confirmed, viz:

Resolved—

1. "That the company be wound up voluntarily.
2. "That Mr. Edward William Cheesman, of 27 Leadenhall Street, in the city of London, be appointed liquidator."

F. G. BANBURY, *Chairman*.

Witness: Thos. W. Hischoff, 4 Great Winchester Street, London, Liquidator.

6 (Stamped) Companies' Registration Office, 18 Aug., 1914.

(Three one-shilling companies' registration stamps, each cancelled Aug. 18, 1914.)

55985/3. Registered. 6622. 8 Feb., 1898.

Extracts from articles of association of the Central Pacific Railroad Shareholding Company, Limited. * * *

Preliminary.

2. The directors shall take over and cause the company to be registered as the owner of all shares of the Central Pacific Railroad Company the certificates of which may now or hereafter be deposited with the London shareholders' committee formed by the shareholders of that company and now consisting of the following persons, viz: Frederick George Banbury, Esq., M. P.; John B. Akroyd, Esq.; Lord Alwyne Compton, M. P.; Daniel Marks, Esq.; R. D. Beales, Esq.; and Joseph Price, Esq.; and shall affix the seal of the company to a contract and declaration of trust relating to such shares expressed to be made between the said Frederick George Banbury, of the one part, and the company, of

the other part, the draft of which has been prepared and signed for verification by two of the signatories to the memorandum of association. * * *

19. It being the present intention that all the shares of the company shall be held exclusively by the members for the time being of the committee hereinbefore mentioned, if any member of the company die, be adjudicated bankrupt, or cease to be a member of the said committee, the shares held by him shall forthwith, at the request of the directors, be transferred to such person or persons as the directors may nominate, the transferor in such case being paid such sum as he may himself have paid in respect thereof; and in default the share or shares referred to in such request may be forfeited and dealt with by the directors under the provisions herein contained relating to shares forfeited for non-payment of calls. On the appointment of any person to be a member of the said committee, the directors shall allot or cause to be transferred to him at par not less than one share. * * *

608

Directors.

56. The first directors shall be Frederick George Banbury, Esq., M. P.; John Bathurst Akroyd, Esq.; Lord Alwyne Compton, M. P.; Daniel Marks, Esq.; Robert Davie Peebles, Esq.; and Joseph Price, Esq.; and such qualified persons being members of the before-mentioned committee as may be appointed by the directors before the first general meeting.

57. The number of directors shall never be less than three or more than twelve.

58. The qualification of a director, including those hereby appointed, shall be the holding of one share.

59. Except for the purpose of raising the number of directors to the minimum hereby prescribed, no person shall be appointed or elected a director unless he be a member of the committee hereinbefore mentioned, and no person not being a member of the said committee shall under any circumstances be so appointed or elected if there be a member of the committee willing to act. * * *

Names, addresses, and descriptions of subscribers: F. G. Banbury, M. P., 23 Old Broad Street, London, stockbroker; Joseph Price, 5 Gt. Winchester St., London, director of a public company.

609 Daniel Marks, 31 Threadneedle St., London, stockbroker.

E. W. Cheesman, 26 Old Broad St., London, secretary to public company. Alwyne Compton, 13 Copthall Court, E. C., London, stockbroker and M. P. R. Rolph, 29 Orford Rd., Walthamstow.

ationer. E. Summers, 23 Old Broad Street, London, E. C., stock-
broker's clerk.

Dated the 7th of February, 1898.

Witness to all the above signatures, Thos. W. Bischoff, 4 Great
Winchester Street, London, solicitor.

(Price, twopence per sheet.) No. of certificate, 55985/7. Reg-
istered. 45238. 26 Sep., 1899. Form No. 15.

"The companies' acts, 1862 to 1893."

(Stamped) Companies' registration office, 18 Aug., 1914. (Four
companies registration stamp cancelled 18 Aug., 1914.) A 5s.
companies' registration fee stamp must be impressed here.

Return of final winding-up meeting

the ——— Central Pacific Railroad Shareholding Com-
pany, Limited, pursuant to sections 142 and 143 of companies' act,
1902.

Presented for filing by Bompas, Bischoff, Dodgson, Cox & Bom-
pas, 4 Great Winchester street, E. C.

To the registrar of joint-stock companies:

I have to inform you that a meeting of the Central Pacific
Railroad Shareholding Company, Limited, was duly held on the
twenty-fifth day of September, 1899, for the purpose of having an
account laid before them showing the manner in which the winding
up of the company has been conducted and the property of the com-
pany disposed of, and that the same was done accordingly.

(Signature) E. W. CHEESMAN, *Liquidator*.

Dated twenty-fifth day of September, 1899.

612-613.

PETITIONER'S EXHIBIT No. 22, SEPTEMBER 21, 1914.

(United States Executive Documents, 1st Session, 50th Congress, 1887-1888, volumes 2 to 6, containing volumes 1 to 9 of report of U. S. Pacific Railway Commission. Pursuant to agreement of counsel, this volume is not to be copied in the record, but from various extracts read in evidence the following was omitted—see page 36 of the record.)

EXHIBIT A.—*Comparative statement showing freight tonnage and charges on through traffic and percentage of same done by each route for periods as noted.*

Period.	Direction.	Via Central Pacific and Union Pacific.		Via Central Pacific and Denver & Rio Grande.		Via South'n Pac. and Atlantic & Pacific.	
		Pounds.	Charges.	Pounds.	Charges.	Pounds.	Charges.
Jan. 1, 1874, to Mar. 31, 1881. Per cent.....	East.....	940,363,990	\$12,565,250.30				
	West.....	1,647,899,888	29,991,892.90				
		2,588,263,878	42,557,143.20				
Apr. 1, to Dec. 31, 1881. Per cent.....	East.....	143,303,150	1,928,977.40				
	West.....	272,455,990	4,234,726.90				
		415,759,140	6,163,704.30				
Jan. 1, 1882, to Jan. 31, 1883. Per cent.....	East.....	127,141,720	1,650,253.30				
	West.....	358,452,510	5,286,101.90				
		485,594,230	6,935,355.20				
Feb. 1, to May 31, 1883. Per cent.....	East.....	21,447,710	281,229.20				
	West.....	107,563,550	1,473,145.00	58,730	\$1,298.10		
		129,011,260	1,754,374.20	58,730	1,298.10		
		87.77	87.45	.03	.04		

[illegible]

616-617

EXHIBIT A.—Comparative statement showing freight tonnage and charges on through traffic, etc.—Continued.

Period.	Direction.	Via South'n Pacific and A. T. & S. F.		Via South'n Pac. and Texas & Pac.		Via South'n Pac. and G. H. & S. A.	
		Pounds.	(charges.	Pounds.	Charges.	Pounds.	Charges.
Apr. 1 to Dec. 31, 1881. Per cent.	East.	21, 362, 350	\$305, 546. 70				
	West.	2, 663, 060	53, 068. 50				
		24, 025, 410 5. 46	358, 615. 20 5. 50				
Jan. 1, 1882, to Jan. 31, 1883. Per cent.	East.	56, 393, 500	721, 230. 00	91, 534, 360	\$921, 285. 60	420, 360	\$4, 501. 50
	West.	54, 278, 820	766, 021. 40	13, 223, 860	234, 796. 40		
		110, 672, 320 15. 78	1, 487, 251. 40 15. 52	104, 758, 220 14. 93	1, 156, 082. 00 12. 06	420, 360	4, 501. 50 . 05
Feb. 1 to May 31, 1883. Per cent.	East.	12, 847, 600	172, 954. 70	8, 611, 810	118, 460. 80	5, 147, 610	64, 839. 40
	West.	49, 494, 060	641, 752. 20	7, 055, 760	122, 695. 60	11, 093, 760	177, 622. 20
		62, 341, 660 27. 92	814, 706. 90 26. 67	15, 667, 570 7. 01	241, 156. 40 7. 90	16, 241, 370 7. 27	242, 461. 60 7. 94
June 1 to Sept. 30, 1883. Per cent.	East.	13, 792, 950	178, 392. 90	12, 704, 710	164, 939. 40	22, 477, 880	261, 766. 40
	West.	30, 100, 000	374, 613. 40	8, 113, 880	120, 022. 10	31, 663, 130	561, 700. 70
		43, 892, 950 15. 71	553, 006. 30 13. 99	20, 818, 090 7. 46	284, 961. 50 7. 21	54, 141, 010 19. 39	823, 467. 10 20. 82
Oct. 1, 1883, to Sept. 30, 1884. Per cent.	East.	17, 916, 560	215, 477. 30	35, 293, 160	410, 467. 10	35, 460, 850	454, 253. 40
	West.	48, 184, 820	505, 712. 10	38, 104, 060	459, 110. 80	56, 874, 990	983, 714. 00
		66, 101, 380 8. 69	721, 189. 40 7. 24	73, 397, 220 9. 66	869, 577. 90 8. 73	92, 335, 840 12. 14	1, 437, 967. 40 14. 43

Period.	Direction.	Via North'n Pacific and O. R. and N. Co.		Via Oregon Short Line.		Total via all routes.	
		Pounds.	Charges.	Pounds.	Charges.	Pounds.	Charges.
Jan. 1, 1874, to Mar. 31, 1881.	East.	7, 390, 900	93, 884. 50	36, 437, 990	424, 778. 20	62, 363, 790	712, 759. 50
Apr. 1 to Dec. 31, 1881.	West.	254, 730	4, 406. 20	24, 646, 270	287, 921. 10	102, 179, 370	1, 616, 103. 60
Jan. 1, 1882, to Jan. 31, 1883.							
Feb. 1 to May 31, 1883.		7, 651, 630	98, 290. 70	61, 087, 260	712, 699. 30	164, 537, 160	2, 322, 862. 10
June 1 to Sept. 30, 1883.		. 81	. 82	6. 46	5. 95	17. 39	19. 88
Oct. 1, 1883, to Sept. 30, 1884.							
Per cent.		81, 645, 044	\$1, 036, 776. 08				
Oct. 1, 1884, to Dec. 31, 1885.		10, 75	10. 41				
Per cent.		91, 005, 847	1, 143, 128. 66	38, 513, 114	\$458, 160. 71	946, 449, 271	11, 988, 416. 17
Jan. 1 to Dec. 31, 1886.		9, 62	9. 53	4. 07	3. 82		
Per cent.		90, 666, 960	756, 457. 08	69, 481, 740	378, 222. 80	1, 184, 423, 140	8, 748, 581. 78
		7. 66	8. 65	5. 86	4. 32		
Total, 5 years, 9 months.		263, 377, 851	2, 936, 361. 82	107, 994, 854	836, 383. 51	4, 534, 779, 955	53, 811, 807. 43
Per cent.		5. 81	5. 46	2. 38	1. 56		

620-621

622 PETITIONER'S EXHIBIT NO. 23-A, SEPTEMBER 21, 1914.

(Report of Mr. Morgan from the Committee on Pacific Railroads, March 29, 1897, in the Senate of the United States, 55th Congress, 1st session, Minority Report No. 20, Part 2, and appendix thereto, being Senate Report No. 778, Part 2, 54th Congress, 1st session, April 21, 1896. Pursuant to agreement of counsel, this exhibit is not to be reproduced.)

PETITIONER'S EXHIBIT NO. 23-B, SEPTEMBER 21, 1914.

(Volume entitled "Pacific Railroad Debt and Other Senate Documents, 1896", containing Senate Document No. 314, 54th Congress, 1st session, "Government Debt of the Pacific Railroads; Notes of Hearings before the Committee on Pacific Railroads of the Senate of the United States on the Subject of the Indebtedness of the Pacific Railroads to the Government". Pursuant to agreement of counsel this exhibit is not to be reproduced.)

623 PETITIONER'S EXHIBIT NO. 24, SEPTEMBER 22, 1914.

[Extract from printed record "United States v. The Union Pacific Railroad Company et al", Volume VII, Complainant, pages 3321-3325.]

This agreement between the Trans-Continental Association, an association consisting of the following railroad companies, namely:

- The Southern Pacific Company;
- The Atchison, Topeka & Santa Fe Railroad Company;
- The Atlantic & Pacific Railroad Company;
- The California Central Railway Company;
- The California Southern Railroad Company;
- The Burlington & Missouri River Railroad Company;
- The Denver & Rio Grande Railway Company;
- The Denver & Rio Grande Western Railway Company;
- The Northern Pacific Railroad Company;
- The Oregon Railway & Navigation Company;
- The Missouri Pacific Railway Company;
- The Texas & Pacific Railway Company;
- The Oregon Short Line Railway Company;
- The Union Pacific Railway Company;

- The St. Louis & San Francisco Railroad Company;

624 The Chicago, Kansas & Nebraska Railway;
Denver, Texas & Fort Worth Railroad; and

The St. Paul, Minneapolis & Manitoba Railway Co.,
which association is now represented by James Smith, its chairman,
party of the first part, and the Pacific Mail Steamship Co., a cor-

poration created by and existing under the laws of the State of New York, party of the second part, made and entered into this first day of October, 1889.

Witnesseth, First. That the said party of the first part, in consideration of the undertakings and agreements of the said Steamship Company, hereinafter contained, undertakes, promises, and agrees to and with said Steamship Company, to guarantee, and does hereby guarantee that the gross earnings upon through freight and passengers between New York and San Francisco, to be provided to said Steamship Company by said party of the first part, shall be seventy-five thousand (\$75,000) dollars per month. All the gross earnings of said steamers from through business between New York and San Francisco each way shall go to and belong and be payable to said party of the first part or credited upon its said guarantee to said Steamship Company.

625 Second. In consideration of said guaranty, of said party of the first part, the said Pacific Mail S. S. Co. covenants, promises, and agrees to and with the said party of the first part that it, the said Steamship Company, will, at its own cost and expense, dispatch and run from the port of New York for Aspinwall, not more than three nor less than two through steamers per month, and not more than three nor less than two steamers connecting therewith from Panama to San Francisco, and from the port of San Francisco for Panama not more than three nor less than two through steamers per month, and not more than three nor less than two steamers connecting therewith from Aspinwall to New York, and that said Steamship Company will permit said party of the first part to fix the rates at which all through freight between New York and San Francisco and all passengers shall be transported by the vessels of the Steamship Company from the Port of New York to the Port of San Francisco and from the Port of San Francisco to the Port of New York, and will furnish room on each of said steamers from New York and San Francisco, respectively, and their connecting steamers for the transportation of, and will transport

from New York to San Francisco and from San Francisco to
626 New York all and only such passengers and such freight as may be obtained under rates fixed by said party of the first part to an amount as to freight not exceeding six hundred tons of two thousand pounds each in case it runs two steamers per month, and four hundred tons in case it runs three steamers per month upon any one steamer. It being understood that the deficiency or excess of said six hundred tons or said four hundred tons, respectively, of cargo upon any one steamer may be added to or taken from, as the case may be, the cargo of any other vessel sailing in same direction within the same calendar month, the intent being that the Steamship

Company shall carry monthly an average of six hundred tons per vessel, in case two steamers per month are run, or a monthly average of four hundred tons per vessel, in case three steamers per month are run.

All above steamers to be first class and equal to those now maintained, and in case of the loss of a steamer, or its withdrawal for any cause, the Pacific Mail S. S. Co. shall as soon as possible furnish a steamer of equal capacity and rating. In the event of failure on the part of said steamship company to furnish proper and adequate facilities for the transportation of at least one thousand two hundred tons of freight each way per month at the rate of 627 least four hundred tons per vessel—then the guaranty herein provided for shall be reduced pro rata.

The Steamship Company is to bear and pay all the expenses and charges of every kind of transporting such goods passengers and freight from New York to San Francisco and from San Francisco to New York, including all charges and expenses of every kind in the ports of New York and San Francisco, and all supplies of passengers with food and sleeping accommodation, giving them proper accommodation according to class, and to continue to use all effort to obtain first-class and other passengers as heretofore.

Third. The understanding and intention of this agreement is that the party of the first part shall, through agents appointed by itself, have entire and exclusive control of all the through business of the said steamship company between New York and San Francisco each way, and that no through freight or passengers shall be taken except at prices to be fixed by the party of the first part and by its consent, it being understood that said control shall be exercised through the established agencies of said steamship company. If the said steam-

ship company shall have room or capacity for more than six 628 hundred tons, in the event of its running two steamers per month each way, or for more than four hundred tons, in the event of its running three steamers per month each way of through freight on any steamer and the party of the first part shall desire to fill it, the said party of the first part shall be at liberty to do so at rates fixed jointly by duly authorized representatives of the parties hereto, the party of the first part to have one half of the freights on such excess and the Steamship Company the other half.

Fourth. The Pacific Mail S. S. Co. shall render to the party of the first part an account or statement of the transactions for through business of each month on or before the tenth day of the succeeding month, showing the amount claimed to be due from the party of the first part under this agreement, and on or before the thirteenth day of the succeeding month the chairman of the party of the first

part shall draw his draft in favor of the Pacific Mail S. S. Co. upon each of the railroad companies constituting the party of the first part for the portion payable by it to said steamship company on account of the aggregate amount payable by the party of the first part to the said steamship company according to the foregoing provisions hereof. The portions of such aggregate amount payable from time to time by the respective companies forming the party of the first part shall be such as has been or may be fixed or prescribed among themselves, and each of the said companies forming the party of the first part shall be liable for its own portion of such aggregate amount, but none of such companies shall be liable for the portion payable by the others or any other of such companies.

Provided, nevertheless, that in the event of default in payment by any one or more of the companies constituting the party of the first part of its proportion herein provided for, it shall be optional with the party of the second part to terminate this agreement on giving ten days' notice to the party of the first part through its chairman.

The party of the first part, or any other companies constituting the same, may at any time, on demand, examine the books and accounts of the said Steamship Company for the purpose of obtaining full details as to freight and passengers transported by said Steamship Company under this agreement and verifying the accounts and statements of the Steamship Company.

Fifth. It is mutually understood and agreed that this contract shall be deemed to have commenced on the first day of October, 1889, and to include the earnings from through business on steamers sailing on and after that date, and as to each and all of the foregoing provisions shall continue in force thereafter until ninety days after written notice of the intention to terminate the same shall have been given by either party to the other, with this exception, that if the exclusive contract between the said Steamship Company and the Panama R. R. Co., so far as it refers to the business of the Steamship Company between San Francisco and New York, is broken or changed in any respect, or if any other competing line by rail or vessel shall be established between the waters of the Atlantic and Pacific Oceans, either overland or via the Isthmus of Panama, that shall affect the through business, concerning which this agreement is made, then the said party of the first part may abrogate and terminate this agreement at any time or not as it may elect.

Sixth. In regard to freight and passengers received by the steamship company at San Francisco for transportation to Europe via Panama, it is understood that the class of business to be taken and the rates to be charged thereon shall be the subject of conference

and mutual agreement between the San Francisco agency of
631 the Pacific Mail S. S. Co. and the San Francisco general agent
of the party of the first part to the end that the interests of
both parties may be fully protected.

In witness whereof the party of the first part has subscribed its
name hereto by its chairman and the said steamship company has
caused its corporate seal to be hereto annexed, attested by its sec-
retary, and its name to be signed hereto by its president the day and
year first above written.

	JAMES SMITH,
SEAL PACIFIC MAIL	<i>Chairman Transcontinental Association.</i>
S. S. Co.	GEORGE J. GOULD,
	<i>President Pacific Mail S. S. Co.</i>

Attest:

JOS. HELLEN,
Secretary pro tem.

632 PETITIONER'S EXHIBIT No. 25, SEPTEMBER 22, 1914.

"THE PANAMA ROUTE."

(Original.)

*Contract between the Panama Railroad Company and the Pacific
Mail Steamship Company, dated December 16, 1895.*

633 This agreement, made this sixteenth day of December, in
the year one thousand eight hundred and ninety-five, between
the Panama Railroad Company, duly chartered and organized under
the laws of the State of New York, and hereinafter called the Rail-
road Company, party of the first part, and the Pacific Mail Steam-
ship Company, also duly chartered and organized under the laws of
said State, and hereinafter called the Steamship Company, party of
the second part, witnesseth:

Whereas the said Railroad Company is now operating its railroad
across the Isthmus of Panama, and running a line of steamers from
New York to Colon on the Atlantic Ocean; and

Whereas the said Steamship Company is now running a regular
line of steamers on the Pacific Ocean between San Francisco and
Panama and intermediate ports on the Central American and Mexi-
can coast; and

Whereas both companies are interested in and desirous of hereby
establishing conditions under which they may carry on regularly
and without interruption the business of transportation between

San Francisco and New York and the said intermediate ports, with the intent hereby declared by both companies to develop to the fullest possible extent the traffic via the Isthmus of Panama, and to prevent the diversion of the legitimate business of the Isthmus to other routes.

Now, therefore, in consideration of these premises, and with the intention of so securing to both of the parties hereto the advantages of a contract of the general character above set forth for a term of years, and in consideration of the sum of one dollar by each of the parties hereto to the other paid before the delivery hereof, it is mutually covenanted and agreed by and between the respective parties hereto, and their respective successors, assigns, and legal representatives, as follows, that is to say:

ARTICLE I.

In consideration of the execution of this contract by the Railroad Company, and in consideration of the sum of one dollar to each in and paid by the other, the receipt of which is hereby acknowledged, it is mutually agreed between the parties hereto that the certain agreement between them, dated October 1, 1872, which is the subject of a certain suit in equity pending in the Supreme Court of the State of New York, and all rights, privileges, covenants, and interests under said agreement and under any other contracts between the parties hereto prior to the date of these presents, shall be and are hereby terminated, canceled, and brought to an end on the 16th day of December, 1898, subject only to the subsequent enforcement of any claims which may arise under said agreement on contracts between the date of this contract and the said sixteenth day of December, 1898, which claims, if any, are to be enforceable as well after as before said last mentioned date; it is the explicit and unqualified understanding and agreement of the parties hereto that the said agreement of October 1, 1872, shall so terminate (subject as aforesaid), irrespective of any other provisions of this agreement or the fulfillment or nonfulfillment of this agreement by the Railroad Company, and that the Railroad Company only enters into this agreement in consideration of the express and unqualified provisions of this article, which are not made dependent upon any other provision of this agreement; and provided that, until said sixteenth day of December, 1898, the parties hereto shall be governed, so far as said contract of October 1, 1872, is concerned, by the decision of the general term of the Supreme Court of the State of New York, entered in respect of said contract on the fifteenth day of March, 1895, and that until said sixteenth day of December, 1898, the rights and interests of the said parties under

said agreement of October 1, 1872, shall be as defined by said general term, and not as defined by any previous order or judgment of said court.

And it is for like consideration mutually agreed that on the sixteenth day of December, 1898 (subject only to the subsequent continuance and final determination of proceedings, if any such there should be, instituted before said sixteenth day of December, 1898, for the breach or violation of such judgments or injunctions between the date of this agreement and said sixteenth day of December, 1898), the said judgment of the said general term of the Supreme Court and all and any judgments in said action shall be vacated and said action dismissed, and all injunctions, orders, and directions thereunder vacated, and all bonds and undertakings therein discharged and released; and the appeals to the Court of Appeals vacated, all without costs to either party as against the other.

Simultaneously with the execution of this agreement, the
637 Railroad Company and the Steamship Company have exchanged stipulations postponing until December 16th, 1898, the argument of the appeals taken to the Court of Appeals by each of said companies from the said judgments of the Supreme Court at general term, and then withdrawing and dismissing said appeals without costs to either party as against the other, and the Steamship Company has caused to be executed by its attorneys and delivered to the Railroad Company stipulations in accordance with the preceding paragraph of this article of this agreement.

It is further mutually agreed for like consideration that each party hereby releases the other from any and all claims, demands, losses, damages, and causes of action (not heretofore reduced to judgment) arising prior to the date of these presents, which either has, or may have, for, upon, or by reason of the making of said agreement of October 1, 1872, or any alleged violation thereof by either party thereto.

ARTICLE II.

The Railroad Company hereby concedes to the Steamship Company (so far as its charter and its contract with the Colombian Government permit) the exclusive privilege of through billing at
638 any and all ports on the Pacific Ocean north of Panama, under and during the life of this contract as hereinafter provided, in connection with the Railroad Company, and each and every one of its Atlantic connecting lines.

And the Railroad Company agrees (within the scope of its powers as above defined, and as far as it consistently can with its own safety and protection and its duties as a common carrier) to co-

erate with the Steamship Company in making such rates, and in generally taking such measures as will afford to the Steamship Company protection against interference or competition by other steamship lines with the traffic hereby conceded to the Steamship Company north of Panama.

ARTICLE III.

SECTION "A." There shall be maintained by the Steamship Company a through line of steamers each way between Panama and San Francisco and such intermediate ports at which the Steamship Company now calls, as well as any other intermediate ports whose traffic shall develop sufficiently to warrant making them ports of call; the Steamship Company shall, subject to the perils of the seas, make at least three trips each way per month between Panama and San Francisco, and the steamers shall be those now running on the Steamship Company's line between said ports, or others of approximately equal capacity and speed. In case any of the steamers engaged in the above service be lost or destroyed, the Steamship Company agrees to promptly replace such lost or disabled vessel or vessels by another or others of approximately equal capacity and speed, so far as necessary to maintain the service as above prescribed, namely, a through line of steamers between Panama and San Francisco and the intermediate ports as aforesaid, and make at least three trips each way per month as aforesaid, by said present steamers or others of approximately equal capacity and speed.

SECTION "B." The Railroad Company shall maintain a line of steamers each way between New York and Colon, and it shall, subject to the perils of the sea, make at least three trips each way per month between New York and Colon, and the steamers shall be those now running on the Railroad Company's Colombian Line between said ports, or others of approximately equal capacity and speed. In case any of the steamers engaged in the above service be lost or destroyed, the Railroad Company agrees to promptly replace such lost or disabled vessel or vessels by another or others of approximately equal capacity and speed, so far as necessary to maintain the service as above prescribed, namely, a through line of steamers between New York and Colon, as aforesaid, and the make at least three trips each way per month, as aforesaid, by said present steamers or others of approximately equal capacity and speed.

SECTION "C." These two steamship lines, connecting, respectively, Panama and Colon with the Panama Railroad, shall constitute, with said railroad, what shall be hereafter called the "Panama route" between New York and San Francisco.

ARTICLE IV.

The gross earnings of the Panama Route on all freight business including specie or treasure, between New York and San Francisco carried over the Isthmus by the said Panama Route, shall be divided as follows:

Fifty-five (55) per cent to the Railroad Company for the service at and between New York and Panama, and

Forty-five (45) per cent to the Steamship Company for its service between Panama and San Francisco.

The earnings of said "Panama Route" from passenger
641 carried between New York and San Francisco shall be divided equally between the two companies—fifty (50) per cent going to each.

ARTICLE V.

All freight rates on the westbound through traffic of the "Panama Route", i. e., traffic from New York to San Francisco, shall be made by the Railroad Company, and all freight rates on the eastbound through traffic of said "Panama Route", i. e., traffic from San Francisco to New York, shall be made by the Steamship Company.

Changes in the passenger rates at present in force on this route are to be made only by mutual consent.

This article and the preceding article cover business and traffic between San Francisco and New York by the Panama Route, whether originating at or destined to San Francisco or New York or other points whatsoever.

ARTICLE VI.

The intention and purpose of this agreement being to obtain for the said "Panama Route" all the freight business that can be secured at reasonable and remunerative rates and with a view
642 of carrying out this purpose, it is agreed that either party to this agreement shall, at the request of the other party thereto publish and make operative such through rates between New York and San Francisco as will compete with those made operative by the competing transcontinental railroad lines; a failure to comply with such request promptly, and *at most* within twenty days from the date of its receipt, shall constitute a violation of this contract and subject the offending party to the provisions of Article XX treating of liability or damages incurred by such action.

The Railroad Company, however, hereby agrees that whenever under this provision it puts in operation on westbound traffic or calls upon the Steamship Company to put into operation on eastbound traffic between San Francisco and New York a through rate of \$

less per ton, then the Steamship Company is to be allowed \$3.60 per ton out of said rate—in lieu of the 45 per cent as stipulated by Article IV—upon all merchandise thus carried at less than \$8 per ton; but the Steamship Company is to be subject in respect thereto to the lighterage charge of one dollar per ton in Subdivision X of the tariff referred to.

ARTICLE VII.

If during the pendency of this contract occasion arises for the Railroad Company to enter into negotiations with the transcontinental lines, or any of them, for the making of a rental agreement, or of any other similar agreement relating to the freight traffic between the United States ports on the Atlantic and the United States ports on the Pacific, or for joining any association of the so-called transcontinental lines, it is hereby agreed that a delegate designated by the Railroad Company is to represent the "Panama Route" in such negotiations, or any such association.

The revenue derived from any such agreement or contract with transcontinental lines as is here contemplated to be apportioned as follows, to wit:

To the Railroad Company, fifty-five (55) per cent of the total revenue, and

To the Steamship Company, forty-five (45) per cent of such revenue.

The outlays incurred in the establishment and completion of such agreement, which the Railroad Company is hereby empowered to incur, subject to due accounting, are to be apportioned between and borne by the Railroad Company and the Steamship Company in the like proportions, viz., the Railroad Company 55 per cent thereof and the Steamship Company 45 per cent thereof.

ARTICLE VIII.

The receipts of the joint traffic of the parties hereto between New York and the Pacific ports of Central America and Mexico, and *vice versa*, shall be divided thus:

The Steamship Company to receive for its share of the service on the Pacific coast forty (40) per cent of the through rates on freight and fifty (50) per cent of the passenger fares.

The Railroad Company to receive for its share of the service between Panama and New York sixty (60) per cent of the through rates on freight and fifty (50) per cent of the passenger fares.

On this route, viz., between New York and Central American and Mexican ports, and *vice versa*, changes in the rates now in force, both

for passengers and freight, shall be made only by mutual consent of the parties hereto.

ARTICLE IX.

During the term of this contract the Railroad Company shall not, directly or indirectly, run any steamers on the Pacific north of Panama, and shall, in so far as its charter and its contract with the Colombian Government may permit, and as far as it can consistently with its own safety and protection under existing treaty stipulations, in every manner lawfully and reasonably within its power, promote and protect the interests of the Steamship Company and the lines of steamships run by it north of Panama in connection with said railroad, and especially against all forms of competition whatsoever, and will, so far as it is practicable, give, turn over to, and direct to the steam lines of the Steamship Company, to the extent that it can lawfully control or influence the same, all business destined to Pacific points north of Panama originating on the Isthmus of Panama and carried upon its railroad, or which may be brought to said Isthmus by other ships or lines, and especially will not, so long as the Steamship Company faithfully performs the stipulations of this agreement, become interested in or divide with any other person or corporation the gross earnings of a through line or of any through business between New York and San Francisco, and upon all such through business the full local tariff rates for the time being in force for transportation across the Isthmus of Panama shall be charged to all competing lines engaged in business between New York and San Francisco.

The Railroad Company is to have the right to appoint and maintain at its own expense agents at Panama and San Francisco.

Further, the parties hereto, each for itself, agree that all freight, passengers, baggage, specie, and mail matter confided to either for transportation, or in any manner brought by the one party to the other for the purpose of being conveyed over and upon the whole or any part of said lines, shall be transported and carried promptly and without undue delay.

During the pendency of this present contract the Steamship Company binds itself not to compete directly or indirectly with the Railroad Company's Columbian line in Atlantic waters, and especially not to run vessels directly or indirectly from the United States ports on the eastern shore of the continent to Colon, or to the eastern terminal of any of the transcontinental routes.

The Steamship Company agrees during the pendency of this contract in every manner lawfully and reasonably within its power to promote and protect the interests of the Railroad Company, and especially against all forms of competition

whatsoever; the Steamship Company further agrees during the pendency of this contract not to divert the traffic to and from any of the Pacific ports North of Panama from the Isthmus route. And for such business the Steamship Company shall not enter into contracts of any kind involving through billing with any person, party, or corporation other than the Panama Railroad Company, nor shall the Steamship Company compete directly or indirectly (by reduced rates or otherwise) with the "Panama Route" on said business.

During the pendency of this contract, the Steamship Company when taking merchandise on its vessels for shipment at any Pacific Coast port situated between San Francisco and Panama (and whether such merchandise be destined to Atlantic or Gulf ports of the United States, or to European points) shall issue its through bills on such merchandise only via the Isthmus of Panama, and it shall not issue such through bills at any of those Pacific ports for any of the above described destinations via San Francisco, or via any other terminal of a transcontinental route.

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ARTICLE X.

The Railroad Company shall, during the pendency of this agreement and until the extension of the road to deep water, continue to employ its lighters to connect with the Steamship Company's vessels and the shore at Panama. The Railroad Company shall furnish lighters in sufficient numbers to load and unload the ships with dispatch, it being the intent and agreement of the parties hereto that all the lighterage of the Steamship Company at Panama shall be done by the Railroad Company. And for such lighterage the Steamship Company shall pay to the Railroad Company as follows:

\$1 in United States currency for each ton of freight or mail matter coming from New York and going to San Francisco, or *vice versa*, by the Panama route, whether originating at or destined to New York or San Francisco or other points.

\$1.25 per ton in United States currency for all other freight or mail matter.

1/40 of one per cent for all specie or treasure.

\$1 in United States currency for each passenger.

It is further agreed that should, during the pendency of this contract, the railroad at Panama be so extended or located as to reach deep water or the islands in the bay, thereby rendering lighterage no longer necessary, the Steamship Company will pay to the Railroad Company, in lieu of lighterage charges as provided above, such wharfage dues as the Railroad Company may fix; but such dues shall not exceed \$1 United States currency per ton for freight or mail matter, 1/40 of one per cent for all specie or treasure

and \$1 in United States currency for each passenger; nor shall such wharfage dues exceed those paid for the time being by any other steamship lines for similar service, nor shall any other steamship lines using such increased facilities at Panama be in any wise favored over or in preference to said Steamship Company.

ARTICLE XI.

During the continuance of the present agreement the Railroad Company shall have, free of cost, the use of the Steamship Company's wharf at Colon and of any and all of its appurtenances and dependencies for receiving and discharging cargo. The Railroad Company, until the expiration of the present agreement, agrees to keep this wharf and all its appurtenances and dependencies at Colon in
650 as good condition as when turned over to said Railroad Company under this stipulation.

It is agreed further that the above wharf at Colon is to be turned over to the Railroad Company in proper and efficient condition satisfactory to both parties concerned herein, and is thereafter to be maintained in the condition as agreed above by the Railroad Company.

ARTICLE XII.

The Railroad Company agrees to transport coal and other supplies exclusively for the use of the Steamship Company's steamers on the Pacific, from Colon to Panama, at \$3 per ton, and to lighter same at Panama at \$1 per ton additional.

It is agreed that the above rates shall apply only to a quantity of coal and supplies not exceeding 25,000 tons during one year, from the 16th of December of one year to the 16th of December of the year following, and that on any excess over said quantity of 25,000 tons the regular tariff rates may be demanded by the Railroad Company.

Unless the Railroad Company's consent in writing be previously
651 ously obtained, no larger quantity than 4,000 tons of coal is to be transported in any one calendar month, and the Steamship Company agrees not to store along the tracks of the railroad at Panama at any one time a quantity of coal greater than 15,000 tons.

The Railroad Company agrees to transport by each steamer from New York to Colon supplies exclusively for the use of the Steamship Company at the rate of \$5 per ton.

ARTICLE XIII.

The Railroad Company will do at its shops in Panama and Colon such work and repairs for the Steamship Company as the Steamship

Company from time to time may request and as the Railroad Company can perform without interference with its own business, charging therefor the cost of labor and material on the Isthmus, with ten per cent added thereto.

ARTICLE XIV.

The Railroad Company will furnish to the Steamship Company, in connection with its business, free of all charge, the use of all telegraphic facilities owned or to be owned or controlled by the Railroad Company on the Isthmus, it being agreed that its own use of such telegraph shall, for the management of its road, take precedence of all other business.

ARTICLE XV.

The officers and employees of the Steamship Company shall be carried between Panama and Colon free, and between New York and Panama or Colon at the rate of ten dollars for each passenger.

The officers and employees of the Railroad Company shall be carried between Panama and San Francisco at the rate of twenty dollars for each passenger.

ARTICLE XVI.

All damages caused by loss of goods or injury thereto or delay in their transportation or loss of or injuries or delay to passengers shall be paid by the party on whose lines the loss or damage or delay occurred when the same can be located. If the same cannot be located, the Railroad Company and the Steamship Company shall contribute thereto in proportion to the distribution herein established between the Railroad Company and the Steamship Company of the freight on the property or passage money of the passenger concerned.

ARTICLE XVII.

The carriage or transportation of salt, coal, and grain (except barley in bags between United States points) is hereby exempted from the operation of this contract, and each of the contracting parties reserves its full liberty as to the carriage or transportation of these articles.

ARTICLE XVIII.

If during the pendency of this contract the Panama Railroad Company shall determine to provide elevators and other plant necessary for the handling and transportation of grain across the Isthmus in bulk, the Steamship Company is to be invited to join in the forming of a transportation route for such grain between San Francisco

and other North Pacific ports and Europe. Should the Steamship Company not avail itself of this offer and elect not to engage in this business, or in case it is found that the Steamship Company's tonnage is inadequate to meet the necessities of this grain traffic, then the Panama Railroad Company shall be at liberty to contract with any other corporation or parties for the carriage of such grain by steam or sailing vessels from San Diego and other Pacific ports north of said port to Panama.

654 And the Panama Railroad Company shall be further authorized to deliver to said vessels engaged in this grain trade return cargo at Panama under the following conditions and limitations: Such cargo is to be obtained outside of the United States, and is to consist only of coarse and rough goods carried at low through rates in competition with the Cape Horn or Magellan route. The articles contemplated by the present clause are: Cement, brick, tiles, and other rough building material, rough castings, tin plate, as well as other articles as may be added after full consultation and with the assent of the Steamship Company, and it is hereby declared the intention of both parties that freight carried under this clause shall be such as could in no case go over the Isthmus route at remunerative rates through the regular channels. And that under this clause there shall not be lodged or exercised any power to compete with or to diminish the regular traffic of the Isthmus route in any way whatever, but that its full scope shall be solely to divert heavy and coarse goods such as are usually carried at low freight rates by sailing vessels around Cape Horn.

And it is hereby expressly provided and agreed that the
655 steamers engaged in this grain trade in connection with the Panama Railroad are not to call or trade at any of the intermediate ports between Panama and San Diego, and the Panama Railroad binds itself to insert a provision to that effect in any charters or contracts that it may make with owners of vessels or with other parties for the carrying on of such grain trade.

ARTICLE XIX.

It is mutually agreed that the term "ton", as used in this agreement, shall mean two thousand two hundred and forty (2,240) pounds avdp., or forty (40) cubic feet measurement when so taken by the ships, unless otherwise expressly provided herein.

ARTICLE XX.

Any and all questions that shall or may arise touching this agreement or the construction thereof, or as to any other matters and things to be done or performed by either of the parties hereto, as to

which the parties hereto can not agree, shall be submitted to the decision and award of three arbitrators, who shall be disinterested persons, having experience in railway and steamship management, and who shall be chosen, one by each of the parties hereto, and the third by the two so chosen. At any time after the giving of notice of violation, as herein prescribed, either party may name an arbitrator and give written notice thereof to the other party; and if either party shall fail or omit to name an arbitrator within fifteen days after written notice of the selection of an arbitrator by the other (which arbitrator, however, shall not be selected until after the expiration of thirty days' notice next herein referred to), the arbitrator named by the party giving such notice shall name an arbitrator for and on behalf of the party so failing or omitting, who shall have the same power and authority as though he had been chosen and named by such party, and the decision and award of any two of such arbitrators in respect of the matters so submitted to them shall be binding and conclusive upon the parties; and each of the parties hereto does bind itself and its successors faithfully to abide by and carry out any award so made by any two of the arbitrators appointed as above.

The Railroad Company, if it shall consider that any of the above clauses have been, as to the spirit or letter, violated by the Steamship Company, or the Steamship Company, if it shall consider that any of the above clauses have been, as to the spirit or letter, violated by the Railroad Company, may notify the other party to this agreement that it charges such other party with a violation thereof, specifying the particular charge or charges of violation thereof so made. The company charged with said violation, in case within thirty days after its receipt of such notice it denies the alleged violation thereof, hereby agrees to have the question thus raised decided by the arbitrators as herein provided. These arbitrators shall determine, first, as to the actual fact of the alleged violation, and, secondly, upon the actual amount of money damages to be paid by the party found guilty of said violation to the party making the charge, or the particular thing to be done or to be restrained from being done by such guilty party; and such amount shall be paid or such award shall be complied with within ten days of the rendering of such award. The two parties both agree to furnish to the arbitrators any paper, instrument, or book in their possession which said arbitrators may request them to produce. Should any arbitration fail for any cause, then such proceedings as are prescribed may be taken *de novo* by either party to this agreement.

ARTICLE XXI.

The Steamship Company shall make over and deliver to the Railroad Company, charter parties of even date with the present
658 instrument, at the nominal rate of one dollar per month, and unconditional in terms of the following steamers belonging to said company and now running or to be run between Panama and San Francisco under this contract, to wit, the *Acapulco*, the *San Jose*, the *City of Sydney*, the *Colon*, the *San Blas*, and the *San Juan*, and agrees to likewise make over and deliver to the Railroad Company like charters of any other steamers placed upon said service under the provisions of section "A" of Article III of this contract simultaneously with the placing of the same upon said service.

It is hereby further agreed that as long as the Steamship Company performs punctually and regularly three trips per month in each direction under and according to the provisions of section "A", Article III of this contract, then these charters are to remain unenforceable.

But if the Steamship Company, from any cause except the act of God or the public enemy, or arising from the perils of the sea, omits two sailings in any one calendar month during the continuance of this contract, then the above charters are, as to all or any one or more of said steamers, at the Railroad Company's option, to become enforceable, and the Railroad Company shall have, and is
659 hereby given, the absolute right and power to run said vessels, or any of them, on the aforesaid described route and service, calling at all ports between Panama and San Francisco, and *vice versa*, for the account and risk of and at the expense of said Steamship Company during the unexpired portion of this contract, it being the express intent and agreement of the parties hereto that the covenants of this article shall be specifically enforceable and that breach thereof can not be adequately compensated in damages.

The Steamship Company agrees, in the contingency aforesaid, peacefully to surrender to the Railroad Company, upon its demand in writing, the said steamers, or any of them, without the intervention of any court or legal proceedings of any kind whatsoever, the Steamship Company hereby irrevocably giving the Railroad Company all the power and authority needful in the premises, in order that the Railroad Company may take possession of said steamers or of any one or more of them, and operate them, or any one or more of them, under the provisions and terms of the charter parties hereto annexed; and it is expressly agreed that in case of any conflict of opinion or doubt as to the respective rights of the parties hereto
660 under this clause, until such rights are finally established by the judgment and decree of a competent court, or by arbitra-

tion in the manner hereinbefore provided, the Steamship Company or its successors will not, in the contingency herein contemplated, hold said ships as against any demand of said Railroad Company, and will not prevent or hinder the use of the same by the Railroad Company in the manner or in the business contemplated by this agreement.

ARTICLE XXII.

The Railroad Company shall make over and deliver to the Steamship Company, charter parties of even date with the present instrument, at the nominal rate of one dollar per month and unconditional in terms, of the following steamers belonging to said Railroad Company and now running or to be run between New York and Colon under this contract, to wit, the *Allianca*, the *Advance*, and the *Finance*, and agrees to likewise make over and deliver to the Steamship Company like charters of any other steamers placed upon said service under the provisions of section "B" of Article III of this contract simultaneously with the placing of the same upon said service.

It is hereby further agreed that as long as the Railroad Company's Columbian line performs punctually and regularly at least three trips per month in each direction, under and according to the provisions of section "B" of Article III of this contract, then these charters are to remain unenforceable.

But if the Railroad Company from any cause except the act of God, or the public enemy, or arising from the perils of the sea, omits two sailings in any one calendar month during the continuance of this contract, then the above charters are, as to all or any one or more of said steamers, at the Steamship Company's option, to become enforceable, and the Steamship Company shall have and is hereby given the absolute right and power to run said vessels, or any of them, on the aforesaid described route and service between New York and Colon, and *vice versa*, for the account and risk of, and at the expense of said Railroad Company, during the unexpired portion of this contract, it being the express intent and agreement of the parties hereto that the covenants of this article shall be specifically enforceable and that breach thereof can not be adequately compensated in damages.

The Railroad Company agrees in the contingency aforesaid peacefully to surrender to the Steamship Company, upon its demand in writing, the said steamers, or any of them, without the intervention of any court or legal proceedings of any kind whatsoever; the Railroad Company hereby irrevocably giving the Steamship Company all the power and authority needful in the premises, in order that the Steamship Company may take possession

of said steamers, or any one or more of them, and operate them, or any one or more of them, under the provisions and terms of the charter-parties hereto annexed; and it is expressly agreed that in case of any conflict of opinion or doubt as to the respective rights of the parties hereto under this clause, until such rights are finally established by the judgment and decree of a competent court, or by arbitration in the manner hereinbefore provided, the Railroad Company, or its successors, will not, in the contingency herein contemplated, hold said ships as against any demand of said Steamship Company, and will not prevent or hinder the use of the same by the Steamship Company in the manner or in the business contemplated by this agreement.

ARTICLE XXIII.

For all joint business transacted under this contract, or for all services or material furnished by the parties thereto to each other, there shall, except as herein otherwise expressly provided for, be rendered at New York a monthly account on the 25th day of each month for the business of the preceding month, such statement to cover all business of the preceding month, cleared during said month, and the sums due shall be paid on that date to the creditor company.

ARTICLE XXIV.

It is understood that the Steamship Company, notwithstanding anything in this agreement contained, is to be at liberty to run and load the steamships *City of Para* and *Columbia* for their return voyages to New York from Colon on the round voyages now pending.

It is understood and agreed that the Railroad Company, anything herein contained to the contrary notwithstanding, is to be at liberty to load and run steamers as follows:

Allianca to sail from New York on December 20th; *Advance* to sail from New York December 30th; these ships to take cargo from San Francisco, to be delivered to the Railroad Company's steamer *Washtenaw*, sailing from Panama on or about January 12th, 1896. The *Finance* to complete her round voyage now pending.

The Railroad Company's steamer *City of Everett*, now at sea, to arrive at Panama on or about December 16th, to load and return to San Francisco with the San Francisco cargoes out from New York, brought to the Isthmus by Columbian Line steamers of November 30th and December 10th, 1895, the New York cargo brought by said steamer *City of Everett* to be delivered at Colon to the Columbian Line ships, to be taken by them to New York.

The Railroad Company's steamer *Washtenaw* to sail from San Francisco for Panama on or about December 17th, taking San Francisco cargo for New York, to be delivered at Colon to the Columbian

Line ships, to be taken by them to New York; said steamer *Washington* to sail on her return voyage to San Francisco on or about January 12th, 1896, taking New York cargo bound for San Francisco brought to Colon by the Columbian Line steamers *Allianca*, from New York December 20th, and *Advance*, from New York December 30th, 1895.

ARTICLE XXV.

This contract, except as herein otherwise expressly prescribed, shall remain in force for three years from the 16th day of December, 1895, and for the further period of two years after the expiration of such period of three years, if the Steamship Company should so elect, and if it shall have given written notice of such election to the Railroad Company at least ninety days before the expiration of the first three years' term.

In witness whereof the said parties hereto have caused this instrument to be signed in their corporate names by their respective presidents, and their respective corporate seals to be hereunto affixed and attested by their respective secretaries, all thereunto duly authorized by resolutions of their respective boards of directors, the day and year first hereinabove written.

[SEAL.]

PANAMA RAILROAD COMPANY,

By J. EDWARD SIMMONS,

President.

By E. A. DRAKE,

Secretary.

Witness as to the Panama Railroad Company:

WM. NELSON CROMWELL.

[SEAL.]

THE PACIFIC MAIL STEAMSHIP COMPANY,

By C. P. HUNTINGTON,

President.

By W. H. LANE,

Secretary.

Witness as to the Pacific Mail Steamship Company:

EDWARD T. McLAUGHLIN, Jr.

STATE OF NEW YORK,

County of New York, ss:

On this 16th day of December, 1895, before me personally appeared Edward Simmons, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Panama Railroad Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the president of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed by him and

sealed in behalf of the said corporation by authority of its board of directors; and the said J. Edward Simmons acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

EDWARD T. McLAUGHLIN, Jr.,
Notary Public, New York County.

(Notarial seal.)

667 STATE OF NEW YORK,
County of New York, ss.:

On this 16th day of December, 1895, before me personally appeared E. A. Drake, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Panama Railroad Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the secretary of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal; and that the said instrument was signed and sealed by him in behalf of the said corporation by authority of its board of directors; and the said E. A. Drake acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

EDWARD T. McLAUGHLIN, Jr.,
Notary Public, New York County.

(Notarial seal.)

668 STATE OF NEW YORK,
County of New York, ss.:

On this 16th day of December, 1895, before me personally appeared C. P. Huntington, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Pacific Mail Steamship Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the president of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed by him and sealed in behalf of the said corporation by authority of its board of directors; and the said C. P. Huntington acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

EDWARD T. McLAUGHLIN, Jr.,
Notary Public, New York County.

(Notarial seal.)

STATE OF NEW YORK,
County of New York, ss.:

On this 16th day of December, 1895, before me personally appeared W. H. Lane, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Pacific Mail Steamship Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the secretary of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal; and that the said instrument was signed and sealed by him in behalf of the said corporation by authority of its board of directors; and the said W. H. Lane acknowledged the said instrument to be the act and deed of the said corporation; and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

EDWARD T. McLAUGHLIN, Jr.,
Notary Public, New York County.

(Notarial seal.)

EXTRACT FROM MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PANAMA RAILROAD COMPANY, HELD IN THE CITY OF NEW YORK, DECEMBER 12, 1895.

Resolved, That the proposed agreement between the Panama Railroad Company and the Panama Mail Steamship Company, as initiated and approved by the respective counsel of the companies, Messrs. Cromwell and Tweed, is hereby ratified, approved, and adopted, said agreement being as follows:

And the president and secretary of this company are hereby fully authorized and empowered to execute, acknowledge, and deliver, for and in behalf of this company, and under its corporate seal, the agreement aforesaid, together with the several charter parties and stipulations provided by said agreement to be made and delivered at this time, or any time hereafter, by this company; such charter parties and stipulations to be in such form and terms as to the executive committee may seem proper in order to carry out said agreement; and said officers are also fully authorized and empowered to do all acts and things which they may deem necessary or proper to effectuate the completion of said agreement and the full establishment of the same.

I hereby certify the foregoing to be a true and correct copy of the resolution adopted by the board of directors of the Panama Railroad Company at a meeting thereof held on December 12, 1895, duly called

and held, and that the agreement therein referred to is as heretofore annexed.

Witness my hand and official seal this 16th day of December, 1895.

E. A. DRAKE, *Secretary*.

(Corporate seal.)

EXTRACT FROM THE MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE PACIFIC MAIL STEAMSHIP COMPANY, HELD AT NO. 35 WALL STREET, IN THE CITY OF NEW YORK, SATURDAY, DECEMBER 14, 1895, AT 12 O'CLOCK NOON, A QUORUM BEING PRESENT AND ASSENTING.

Resolved, That the agreement between the Panama Railroad Company and this company, which has been prepared by counsel and is now submitted to this board, be and the same is hereby approved, and that the president and secretary of this company be, and they are hereby, authorized to execute said agreement under the corporate seal of this company and to acknowledge and deliver the same, and to execute, acknowledge, and deliver charters and parties as prescribed in said agreement, and to do such other acts and things as they may deem necessary or proper to carry out said agreement.

Attest:

A true copy.

W. H. LANE, *Secretary*.

(Seal of Pacific Mail Steamship Company.)

673 PETITIONER'S EXHIBIT No. 26, SEPTEMBER 22, 1914.

Original (executed in quadruplicate).

"THE PANAMA ROUTE."

Contract between the Panama Rail Road Company and the Pacific Mail Steamship Company, dated June 11, 1902.

(See supplemental contract of same date.)

674 This agreement, made this eleventh day of June, 1902, in the year one thousand nine hundred and two, between the Panama Railroad Company, duly chartered and organized under the laws of the State of New York, and hereinafter called the Railroad Company, party of the first part, and the Pacific Mail Steamship Company, also duly chartered and organized under the laws of the said State, and hereinafter called the Steamship Company, party of the second part, witnesseth:

Whereas the said Railroad Company is now operating its railroad across the Isthmus of Panama, and running a line of steamers from New York to Colon, on the Atlantic Ocean; and

Whereas the said Steamship Company is now running a regular line of steamers on the Pacific Ocean between San Francisco and Panama and intermediate ports on the Central American and Mexican coast; and

Whereas both companies are interested in and desirous of hereby establishing conditions under which they may carry on regularly and without interruption the business of transportation between San Francisco and New York and the said intermediate ports, with the intent hereby declared by both parties to develop to the fullest possible extent traffic by the Isthmus of Panama and to prevent the diversion of the business of said Isthmus to other routes;

Now, therefore, in consideration of these premises and with the intention of so securing to both of the parties hereto the advantages of contract of the general character above set forth for a term of years, and in consideration of the sum of one dollar by each of the parties hereto to the other paid before the delivery hereof, it is mutually covenanted and agreed by and between the respective parties hereto, and their respective successors, assigns, and legal representatives, as follows, that is to say:

ARTICLE I.

The Railroad Company hereby concedes to the Steamship Company (so far as its charter and its contract with the Colombian Government permit) the exclusive privilege of through billing to and from any and all ports of Central America, Mexico, the United States, and British Columbia, on the Pacific Ocean, under and during the life of this contract as hereinafter provided, in connection with the Railroad Company and each and every one of its Atlantic connecting lines.

During the pendency of this contract the Steamship Company, when taking on its vessels, for shipment at San Francisco or at any Pacific Coast port situated between San Francisco and Panama, merchandise destined to Atlantic or Gulf ports of the United States or European points, shall issue its through bills on such merchandise by via the Isthmus of Panama.

At New York and San Francisco business transported or to be transported by the Panama route is to be delivered to and received on connecting lines, the rates on such business so delivered to or received from connecting lines to be made by adding to the charges on such connecting lines and all transfer charges, the rates prescribed under this agreement for transportation between New York and San Francisco.

And both parties agree, respectively (within the scope of their powers and as far as they can consistently with their own safety and

protection and with their duties as common carriers) to coop
 677 ate with each other in making such rates and in genera
 taking such measures as will afford to both parties prote
 against interference or competition by other steamship lines with
 traffic hereby conceded by each to the other.

ARTICLE II.

SECTION "A". There shall be maintained by the Steamship Co
 pany a through line of steamers each way between Panama and S
 Francisco, and such intermediate ports at which the Steamship Co
 pany now calls, as well as any other intermediate ports on the Paci
 coast as above recited whose traffic shall develop sufficiently to w
 rant making them ports of call; the Steamship Company shall, su
 ject to the perils of the seas, make at least three trips each way p
 month between Panama and San Francisco, and the steamers shall
 those now running on the Steamship Company's line between sa
 ports, or others of approximately equal capacity and speed. In ca
 any of the steamers engaged in the above service be lost or destroye
 the Steamship Company agrees to promptly replace such lost
 disabled vessel or vessels by another or others of approx
 678 mately equal capacity and speed, so far as necessary to mai
 tain the service as above prescribed, namely, a through line
 steamers between Panama and San Francisco and the intermedia
 ports as aforesaid, and the three trips each way per month as afo
 said by said present steamers or others of approximately equal cap
 ity and speed.

SECTION "B." The Railroad Company shall maintain a line
 steamers each way between New York and Colon, and it shall, su
 ject to the perils of the sea, make at least three trips each way p
 month between New York and Colon, and the steamers shall be th
 now running on the Railroad Company's line between said ports
 others of approximately equal capacity and speed. In case an
 the steamers engaged in the above service be lost or destroyed, t
 Railroad Company agrees promptly to replace such lost or disab
 vessel or vessels by another or others of approximately equal capaci
 and speed, so far as necessary to maintain the service as above p
 scribed, namely, a through line of steamers between New York
 Colon as aforesaid, and the three trips each way per month as afo
 said by said present steamers or others of approximately equ
 capacity and speed.

679 SECTION "C." These two steamship lines connecting, r
 spectively, at Panama and Colon with the Panama Railroa
 shall constitute, with said railroad, what shall be hereafter call
 the "Panama route" between New York and San Francisco.

ARTICLE III.

The intention and purpose of this agreement being to obtain for the said "Panama route" all the freight business that can be secured at reasonable and remunerative rates, it is agreed that either party to this agreement shall, at the request of the other party thereto, establish and make operative such through rates between New York and San Francisco as will compete with those made operative by the competing transcontinental railroad lines; and failure to comply with such request within twenty days from the date of its receipt shall constitute a violation of this contract and subject the offending party to the provisions of Article XIX of this contract.

Both parties, however, agree that whenever either party, without request from the other, puts in operation on east or west bound traffic between San Francisco and New York, or requests the other to put in operation on such traffic, a through rate of less than forty cents (40c.) per hundred pounds, or ten cents (10c.) per cubic foot, then the party so putting into effect such rate, without request from the other, or the party making such request agrees to bear itself whatever difference there may be between the minimum rate above stated and the rate so put in operation or requested below such minimum rate.

ARTICLE IV.

During the term of this contract the Railroad Company shall not, directly or indirectly, run any steamers on the Pacific north of Panama, and shall (in so far as its charter and its contract with the Colombian Government may permit, and so far as it can consistently with its own safety and protection under existing treaty stipulations), in every manner lawfully and reasonably within its power, promote and protect the interests of the Steamship Company in all traffic north of Panama in connection with said railroad and its Atlantic connecting lines, and especially against all forms of competition whatsoever, and will (so far as it is practicable) give, turn over to, and direct to the vessels of the Steamship Company, to the extent that it can lawfully control or influence the same, all business destined to Pacific points north of Panama originating on the Isthmus of Panama and carried upon its railroad, or which may be brought to said Isthmus by its own ships or by other ships or lines, and especially will not, so long as the Steamship Company faithfully performs the stipulations of this agreement, become interested in or divide with any other person or persons, or corporation or corporations, the earnings of a through line, or any through business, to or from points on the Pacific coast north of Panama, and upon all such through business the full local tariff

rates for the time being in force for transportation across the Isthmus of Panama shall be charged to all competing lines, and the Railroad Company will pay to the Steamship Company the amount the share of the through rate to which the Steamship Company would have been entitled if such through business had been carried over its line.

Further, the parties hereto, each for itself, agree that all freight passengers, baggage, specie, and mail matter confided to either for transportation or brought by the one party to the other for the purpose of being conveyed in either direction over and upon the whole or any part of said Panama route, shall be transported and carried promptly and without undue delay.

682 During the pendency of this contract the Steamship Company binds itself not to run vessels directly or indirectly from any port of the eastern shore of the North American Continent to Colon or to the eastern terminal of any of the transcontinental routes.

The Steamship Company agrees during the pendency of this contract (in so far as its charter may permit, and so far as it can consistently with its own safety and protection under existing treaty stipulations) in every manner lawfully and reasonably within its power to promote and protect the interests of the Railroad Company in the traffic of the Panama route, and especially against all forms of competition whatsoever; the Steamship Company further agrees during the pendency of this contract not to divert from the Panama route the traffic to or from any of the Pacific ports between San Francisco and Panama originating at or destined to Atlantic or Gulf ports of the United States or European ports. And for such business the Steamship Company shall not enter into contracts of any kind involving through billing with any person, party, or corporation other than the Panama Railroad Company, nor shall the Steamship Company compete directly or indirectly (by reduced rates or otherwise) with the "Panama route" on said business, and

683 on any business so diverted directly or indirectly by it the Steamship Company shall pay to the Railroad Company the freight it would have been entitled to receive if such business had been carried across the Isthmus on its railroad.

ARTICLE V.

It is agreed that through freight rates, so far as the same accrue to the Railroad Company and Steamship Company, shall be divided between them as follows:

On freight between United States Atlantic coast ports and United States Pacific coast ports: To the Railroad Company, fifty per cent

50%); to the Steamship Company, fifty per cent (50%). Minimum rate, forty cents (40c.) per hundred pounds, or ten cents (10c.) per cubic foot.

On freight between United States Atlantic coast ports and Mexican or Central American ports: To the Railroad Company, sixty per cent (60%); to the Steamship Company, forty per cent (40%). Minimum rate to or from Mexican ports, sixty cents (60c.) per hundred pounds, or thirty cents (30c.) per cubic foot ship's option.

Minimum rate to or from Central American ports, fifty cents (50c.) per hundred pounds, or twenty-five (25c.) per cubic foot ship's option.

On foreign freight between European ports and Mexican or Central American ports: To the Railroad Company, forty per cent (40%); to the Steamship Company, sixty per cent (60%). Minimum rate, thirty-five shillings (35/) per ton of twenty-two hundred and forty (2,240) pounds, or forty (40) cubic feet.

On foreign freight between European ports and United States Pacific coast ports: To the Railroad Company, thirty-seven and one-half per cent ($37\frac{1}{2}\%$); to the Steamship Company, sixty-two and one-half per cent ($62\frac{1}{2}\%$). Minimum rate, forty cents (40c.) per hundred pounds, or ten cents (10c.) per cubic foot.

The above prescribed divisions between the Railroad and Steamship Company shall apply to the portion of the through freight accruing to said companies on business and traffic whether originating at or destined to the ports above mentioned or points prior subsequent thereto.

Subject to above agreed minima, the freight rates between United States Atlantic and United States Pacific coast ports, and between United States Atlantic coast ports and Mexican Central American ports, and between Mexican, Central American, United States Pacific coast ports and European ports, are to be fixed by the initial carriers. All tariffs naming rates and commodities are to be made by mutual consent and become effective with date of this agreement.

It is further agreed that if, during the pendency of this contract, it becomes necessary, on account of quarantine or revolutions, or the action of any government, to hold and warehouse freight, mail, specie, or other goods at any point on the Railroad or Steamship Company's lines, the charges thereon are to be considered as line charges, and are to be prorated between the lines in interest according to the divisions of the through rates, it being understood that the charges for handling and warehousing by the Railroad or Steamship Company are to be at cost.

ARTICLE VI.

It is mutually agreed that the term "ton", as used in this agreement, shall mean two thousand two hundred and forty (2,240) pounds avdp., or forty (40) cubic feet measurement when so taken by the ships, unless otherwise expressly provided herein.

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ARTICLE VII.

Passenger rates accruing to the Railroad and Steamship Company between New York and Pacific coast ports, Panama to San Francisco, both included, shall be divided as follows:

To the Railroad Company—fifty per cent. (50%).

To the Steamship Company—fifty per cent. (50%).

Through passenger rates effective under terms of this contract are those which were in effect December 1, 1899, and any change therefrom is to be made only by mutual consent in writing; but either party to this contract is at liberty to diminish any agreed rate, but at its own cost, by the amount of the proportion accruing to it under the above divisions.

Any commissions paid agents for soliciting and obtaining passenger business covering service of Panama route are to be divided between the Railroad Company and the Steamship Company *pro rata* according to the divisions of the through rate.

Both parties shall have the right to appoint and maintain agents at any point they may select.

ARTICLE VIII.

687 The steamers of the Pacific Mail Steamship Company shall make use of the La Boca wharf provided by the Panama Railroad Company whenever, in the judgment of the Pacific Mail Steamship Company, it is safe and prudent so to do; but in the event of the steamers not being able to get alongside said wharf without delay, then the cargo, etc., shall be lightered in the Bay of Panama.

When steamers load or discharge alongside La Boca wharf no charge shall be made on passengers, mails, specie, baggage, etc., but the Railroad Company shall be paid as wharfage on all other cargo (when same is taken from or landed on the wharf direct) a maximum rate of eighty cents (80c.) American gold per ton, it being understood that the Railroad Company is to provide at its wharf at La Boca the necessary equipment for the efficient operation thereof and for the prompt loading and unloading by the Steamship Company of its vessels, compensation for all which is included in above wharfage.

If the Railroad Company furnishes cranes, there shall be an additional charge of ten cents (10c.) per ton on cargo for the use of

ch cranes, such usage, however, of cranes being optional with the Steamship Company.

When lighterage is performed by the Railroad Company and the lighters are loaded or discharged at La Boca, no charge other than the lighterage charged is to be made the Steamship Company for the use of La Boca wharf, or cranes, or loading or unloading the lighters at the wharf.

If the Steamship Company elects to enter service between Panama and Chiriqui, such service is to form part of this contract, and the Steamship Company is to have the right to land all cattle it may carry on the beach at Panama free of any charge.

ARTICLE IX.

The Railroad Company shall, during the pendency of this contract, continue to employ its lighters when reasonably necessary to connect with the Steamship Company's vessels and the shore at Panama, the Railroad Company agreeing to furnish lighters in sufficient number to load and unload such vessels with dispatch.

When lighters are used the following shall be the lighterage charges:

For each ton of freight delivered by the Steamship Company to the Railroad Company, or by the Railroad Company to the Steamship Company—ninety cents (90c.) per ton United States currency.

For all specie or treasure, one-fortieth of one per cent (1/40%).

For each passenger one dollar (\$1.00) United States currency.

No charge for extra baggage or mails.

Panama local cargo to be received and delivered by the party of the first part as agent for the party of the second part, in that the receipt or delivery thereof and transfer to and from steamer including the lighterage, wharfage, and cranage, to be performed by the party of the first part, and party of the second part will pay for services rendered \$1.25 per ton, whether lightered or received or delivered to steamers at La Boca.

ARTICLE X.

The Railroad Company agrees to transport from Colon to Pan-supplies, excepting coal, exclusively for the use of the Steamship Company's steamers on the Pacific at three dollars (\$3) per ton, to lighter same at Panama at one dollar (\$1) per ton additional, it being hereby agreed that the Steamship Company shall have the right to perform lighterage on its own coal and other supplies in its own lighters.

The Railroad Company agrees to transport by each steamer from New York to Colon, supplies exclusively for the use of the Steamship Company, at the rate of \$5 per ton.

ARTICLE XI.

The officers and employees of the Steamship Company shall be carried between Panama and Colon free, and between New York and Panama or Colon at the rate of ten dollars for each passenger.

The officers and employees of the Railroad Company shall be carried between Panama and San Francisco at the rate of twenty dollars for each passenger.

ARTICLE XII.

The Railroad Company agrees, so long as its wires are in working order, to obtain and furnish the Steamship Company all telegraphic and telephonic information through its agents that may be necessary to properly conduct the business of the Panama route.

ARTICLE XIII.

691 Each party hereto shall be responsible for cargo, specie, and mail while under its care and until delivered to its cocarrier.

Any responsibility accruing in regard to passengers or their baggage is to be assumed in like manner as cargo.

Whenever any loss or injury occurs, or damage from delay in transportation, the loss or injury or damage from delay, whether accruing with respect to cargo, specie, mail, passengers, or their baggage, shall, when the same can not be located, be pro rated between the Railroad Company and the Steamship Company according to the divisions of the through rate that may apply in each case.

In case any actions, suits, or claims shall be brought against a cocarrier, the carrier responsible, as above stipulated, shall bear and discharge any loss, damage, or expense incident thereto; provided the carrier sued shall at once give notice to the other cocarrier to the end that each may have opportunity to defend its interests.

ARTICLE XIV.

The carriage or transportation of salt, coal, and grain (except barley in bags between United States points) is hereby
692 emptied from the operation of this contract, and each of the contracting parties reserves its full liberty as to the carriage or transportation of these articles.

ARTICLE XV.

The Railroad Company will do, at its shops in Panama and Colon, all work and repairs for the Steamship Company as the Steamship Company from time to time may request and as the Railroad Company can perform without interference with its own business, charging therefor the cost of labor and material on the Isthmus, with ten per cent added thereto.

ARTICLE XVI.

The Steamship Company shall make over and deliver to the Railroad Company charter parties of even date with the present instrument at the nominal rate of one dollar per month, and unconditional terms, of the following steamers belonging to said company and now running or to be run between Panama and San Francisco under this contract, to wit, the *Acapulco*, the *San Jose*, the *City of Sydney*, the *Colon*, the *City of Para*, and the *San Juan*, and agrees to likewise make over and deliver to the Railroad Company like charters of any other steamers placed upon said service under the provisions of section "A", Article II, of this contract, simultaneously with the placing of the same upon said service.

It is hereby further agreed that as long as the Steamship Company performs punctually and regularly three trips per month in each direction under and according to the provisions of section "A", Article II, of this contract, then these charters are to remain unenforceable.

If the Steamship Company, from any cause except the act of God or the public enemy, or arising from the perils of the sea, omits two sailings in any one calendar month during the continuance of this contract, then the above charters are, as to all or any one or more of said steamers, at the Railroad Company's option, to become enforceable and the Railroad Company shall have, and is hereby given, the absolute right and power to run said vessels, or any of them, on the said described route and service, calling at all ports between Panama and San Francisco, and *vice versa*, for the account and risk of said Steamship Company and at the expense of said Steamship Company during the unexpired portion of this contract; it being the express intent and agreement of the parties hereto that the covenants of this article shall be specifically enforceable and that breach thereof shall not be adequately compensated in damages.

The Steamship Company agrees, in the contingency aforesaid, to surrender to the Railroad Company, upon its demand in writing, the said steamers, or any of them, without the intervention of any court or legal proceedings of any kind whatsoever; the Steam-

ship Company hereby irrevocably giving the Railroad Company the power and authority needful in the premises in order that the Railroad Company may take possession of said steamers, or of one or more of them, and operate them, or any one or more of them, under the provisions and terms of the charter parties hereto annexed, and it is expressly agreed that in case of any conflict of opinion or doubt as to the respective rights of the parties hereto under this clause, until such rights are finally established by the judgment or decree of a competent court or by arbitration in the manner hereinafter provided, the Steamship Company or its successors will not, in the contingency herein contemplated, hold said ships as against the demand of said Railroad Company and will not prevent or hinder the use of the same by the Railroad Company in the manner contemplated by this agreement.

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ARTICLE XVII.

The Railroad Company shall make over and deliver to the Steamship Company, charter parties of even date with the present instrument, at the nominal rate of one dollar per month, and unconditionally in terms, of the following steamers belonging to said Railroad Company and now running or to be run between New York and Colon under this contract, to wit, the *Allianca*, the *Advance*, and the *Finance*, and agrees to likewise make over and deliver to the Steamship Company like charters of any other steamers placed upon said service under the provisions of section "B" of Article II of this contract simultaneously with the placing of the same upon said service.

It is hereby further agreed that as long as the Railroad Company's steamship line performs punctually and regularly at least three trips per month in each direction under and according to the provisions of section "B" of Article II of this contract, then these charters are to remain unenforceable.

If the Railroad Company, from any cause except the act of God or the public enemy or arising from the perils of the sea, omits two sailings in any one calendar month during the continuance of this contract, then the above charters are, as to all or any one or more of said steamers, at the Steamship Company's option, to become enforceable, and the Steamship Company shall have and exercise hereby given the absolute right and power to run said vessels, any of them, on the aforesaid described route and service between New York and Colon, and *vice versa*, for the account and risk of the Railroad Company at the expense of said Railroad Company during the unexpired portion of this contract, it being the express intent and agreement of the parties hereto that the covenants of this article shall be

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cifically enforceable and that breach thereof can not be adequately compensated in damages.

The Railroad Company agrees in the contingency aforesaid, peacefully to surrender to the Steamship Company, upon its demand in writing, the said steamers, or any of them, without the intervention of any court or legal proceedings, of any kind whatsoever; the Railroad Company hereby irrevocably giving the Steamship Company all the power and authority needful in the premises, in order that the Steamship Company may take possession of said steamers, or any one or more of them, and operate them, or any one or more of them, under the provisions and terms of the charter parties hereto annexed; and it is expressly agreed that in case of any conflict of opinion or doubt as to the respective rights of the parties hereto under this clause, until such rights are finally established by the judgment and decree of a competent court, or by arbitration in the manner hereinafter provided, the Railroad Company, or its successors, will not, in the contingency herein contemplated, hold said ships as against any demand of said Steamship Company and will not prevent or hinder the use of the same by the Steamship Company in the manner or in the business contemplated by this agreement.

ARTICLE XVIII.

For all joint business transacted under this contract and for all services or material furnished by the parties thereto to each other, there shall, except as herein otherwise expressly provided for, be rendered at New York a monthly account on the 25th day of each month for the business of the preceding month, such statement to cover all business of the preceding month cleared during said month, and the sums due shall be paid on that date to the creditor company.

ARTICLE XIX.

Any and all questions that shall or may arise touching this agreement, or the construction thereof, or any matters or things to be done or performed by either of the parties hereunder, shall be submitted to the decision and award of three arbitrators, who shall be disinterested persons, and who shall be chosen, one by each of the parties hereto, and the third by the two so chosen. Either party hereto may, at any time, notify the other, in writing, that it elects to submit any such matter of difference to arbitration hereunder and name an arbitrator, and if the other party shall fail or omit to name an arbitrator within fifteen days after written notice of such selection of an arbitrator by the other party and written request to name an arbitrator, the arbitrator named by the party giving such notice shall name an

arbitrator for and on behalf of the party so failing or omitting, who shall have the same power and authority as though he had been chosen and nominated by such party. And the decision and award of any two of such arbitrators with respect to the matters so submitted to them, shall be binding and conclusive upon the parties; and

each of the parties hereto does bind itself and its successors
699 faithfully to abide by and carry out any award so made by any two of the arbitrators appointed as aforesaid. Any question

of violation or failure to observe this agreement by either party, or any other question arising between them hereunder, may be submitted to such arbitrators, and they shall determine, first, as to the fact, and secondly, as to the amount of money damages to be paid by the party found guilty, to the party making the charge, or the particular thing to be done or to be refrained from being done by such guilty party, and such amount shall be paid, and such award shall be complied with within ten days of the rendering of such award. The two parties both agree to furnish to the arbitrators any paper, instrument, or book in their possession which such arbitrators may request them to produce. Should any arbitration fail for any cause, then such proceedings as above prescribed may be taken *de novo* by either party to this agreement. All hearings by said arbitrators shall be held in New York, or on the Isthmus of Panama, or in San Francisco, or such other place where witnesses necessary to appear before the arbitrators

may be obtained with the least expense to the parties to this
700 contract, and all fees and expenses of such arbitrators shall be borne by the party against whom the award of the arbitrators shall be made, and shall be assessed by said arbitrators and made part of their award.

This article shall be considered of the essence of this agreement, and any breach of or failure to observe any of the terms thereof shall be deemed to be a material breach of the entire contract.

ARTICLE XX.

Any of the conditions of Articles V, VII, VIII, IX, X, and XI of this agreement may be altered by consent in writing of the parties hereto, signed by their respective presidents or vice presidents, without affecting any of the other conditions of this agreement.

ARTICLE XXI.

Subject to the provisions of a contemporaneous agreement between the parties hereto of even date herewith, this contract, except as herein otherwise expressly prescribed, shall remain in force for three years from the eleventh day of June, 1902, and for the further period of two years, if either party shall so elect, and if such party

shall have given notice of such election to the other party hereto at least ninety (90) days before the expiration of the first term of three years.

In witness whereof the said parties hereto have caused this instrument to be signed in their corporate names by their respective presidents, and their respective corporate seals to be hereunto affixed and attested by their respective secretaries, the day and year first hereinabove written.

[SEAL.] PANAMA RAIL ROAD COMPANY,

By J. EDWARD SIMMONS,

President.

Attest:

E. A. DRAKE,
Secretary.

[SEAL.] PACIFIC MAIL STEAMSHIP COMPANY,

By C— H. TWEED,

President.

Attest:

JOS. HELLEN,
Secretary.

702 STATE OF NEW YORK,
County of New York, ss.:

On this 11th day of June, 1902, before me personally appeared J. Edward Simmons, personally known to me to be the individual who subscribed the within instrument for and in behalf of The Panama Rail Road Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was president of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed by him and sealed in behalf of the said corporation by authority of its board of directors; and the said J. Edward Simmons acknowledges the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[SEAL.] JOHN J. TIERNEY,
[NOTARIAL SEAL.] *Notary Public, Kings Co., N. Y.*

(Certf. filed in New York County.)

703 STATE OF NEW YORK,
County of New York, ss.:

On this 11th day of June, 1902, before me personally appeared E. A. Drake, personally known to me to be the individual who subscribed the within instrument for and in behalf of The Panama Rail Road Company, who, being by me duly sworn, did

depose and say: That he resided in New York City; that he was the secretary of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed and sealed by him in behalf of the said corporation by authority of its board of directors; and the said E. A. Drake acknowledges the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[SEAL.]

[NOTARIAL SEAL.]

JOHN J. TIERNEY,

Notary Public, Kings Co., N. Y.

(Certf. filed in New York County.)

704 STATE OF NEW YORK,

County of New York, ss:

On this 11th day of June, 1902, before me personally appeared C. H. Tweed, personally known to me to be the individual who subscribed the within instrument for and in behalf of The Pacific Mail Steamship Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the president of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed by him and sealed in behalf of the said corporation by authority of its board of directors; and the said C. H. Tweed acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[NOTARIAL SEAL.]

JOHN J. TIERNEY,

Notary Public, Kings Co.

(Certf. filed in New York County, N. Y.)

705 STATE OF NEW YORK,

County of New York, ss:

On this 11th day of June, 1902, before me personally appeared Joseph Hellen, personally known to me to be the individual who subscribed the within instrument for and in behalf of The Pacific Mail Steamship Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the secretary of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed and sealed by him in behalf of the said corporation by authority of its board of directors; and the said Joseph Hellen acknowledged the said in-

instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[NOTARIAL SEAL.]

JOHN J. TIERNEY,
Notary Public, Kings Co.

(Certf. filed in New York County, N. Y.)

PETITIONER'S EXHIBIT No. 27. SEPTEMBER 22, 1914.

Original (executed in quadruplicate).

"THE PANAMA ROUTE."

Supplemental contract between the Panama Rail Road Company and the Pacific Mail Steamship Company. Dated June 11, 1902.

This memorandum of agreement, made and entered into this eleventh day of June, 1902, by and between the Panama Rail Road Company, a corporation duly chartered by and organized under the laws of the State of New York, and hereinafter called the Railroad Company, party of the first part, and the Pacific Mail Steamship Company, also a corporation duly chartered by and organized under the laws of said State, and hereinafter called the Steamship Company, party of the second part, witnesseth: That

Whereas the parties hereto have entered into another agreement, bearing even date herewith, for the purpose of regulating the traffic arrangements between them, and hereinafter called the traffic agreement; and

Whereas a suit is now pending before the Supreme Court of the Republic of Colombia, brought by the attorney general of said Republic against the Railroad Company, to compel the Railroad Company to grant to all carriers the privilege of issuing through bills of lading over its line of railroad and to forbid it to give to any carrier special privileges or advantages in respect of transportation of goods over said railroad; and

Whereas carriers of goods and passengers from Panama to points upon the Pacific, north of said city, may enter into competition with the Panama route, and may embarrass the operations of said route, and it may be necessary for the proper conduct of the business that other independent means of transportation from Panama to points on the Pacific, south of said city, should be provided.

Now, therefore, in consideration of the premises and of the sum of one dollar by each of the parties hereto to the other in hand paid,

and of other good and valuable considerations, the receipt whereof is hereby acknowledged, and of the making of said traffic agreement and of the various covenants of the respective parties hereinafter contained, the parties aforesaid have covenanted and agreed, and do hereby covenant and agree, to and with each other as follows:

First. The Railroad Company and the Steamship Company will cooperate in defending or procuring the dismissal of the said suit now pending before the Supreme Court of the Republic of Colombia, and will contribute in the proportion of 55 per cent by the Railroad Company and 45 per cent by the Steamship Company to the expenses

hereafter and during the operation of said traffic agreement
709 incurred for counsel in connection with the defense of said suit or with such efforts to procure the dismissal thereof.

Second. If the Railroad Company should not, on account of its inability to do so, or for any other reason, give to the Steamship Company the exclusive privilege of issuing through bills of lading over its line of railroad to and from the ports referred to in the first paragraph of Art. 1 of said traffic agreement, in connection with the Railroad Company and each and every one of its Atlantic connecting lines, then the Steamship Company shall be entitled, at its option, to terminate said traffic agreement upon giving written notice to the Railroad Company of its election so to terminate the same.

Third. Upon the execution of the said traffic agreement by the parties hereto the Railroad Company is to forthwith give notice to all steamship lines running steamers between Panama and ports on the Pacific coast north thereof other than the Pacific Mail Steamship Company that upon the expiration of ninety days from the giving of such notice the Railroad Company will cease to through-bill with

the steamship lines so notified, or either or any of them, in
710 respect the transportation of merchandise on the Pacific coast north of Panama, and the parties hereto shall endeavor to procure arrangements between such other steamship lines so notified and the parties hereto for a division of territory under which the transportation of merchandise on the Pacific coast north of Panama shall be conducted by the Pacific Mail Steamship Company only, and the transportation of merchandise on the Pacific coast south of Panama shall be conducted by such other lines and for a mutual interchange of business at Panama between said Pacific Mail Steamship Company and such other steamship lines.

If on or before the expiration of ninety days from the giving of such notice such other steamship lines shall not have agreed to such division of territory and to such mutual interchange of business at Panama as above prescribed, but shall conduct the transportation of merchandise north of Panama, the Pacific Mail Steamship Com-

pany may, at its own expense, but otherwise in cooperation with the Panama Railroad Company inaugurate a steamship line extending as far south as Valparaiso, and the Panama Railroad Company will extend to the Pacific Mail Steamship Company in respect of such line facilities in all respects equal to those which the Railroad Company may accord to any other line operating steamers south of Panama.

If, in consequence of the notification to be given as above prescribed from the Railroad Company to the other steamship lines, or such efforts to secure a division of territory as above provided, such other steamship lines shall withdraw their existing lines connecting Panama with points on the Pacific coast south thereof, then the Pacific Mail Steamship Company will, if the Railroad Company shall so request, forthwith make arrangements for providing a line of steamers running south from Panama as far as Valparaiso, and shall within at most 120 days after the making of such request establish and begin the actual operation of such line; and in that event the Railroad Company will thereafter and so long as such line shall be maintained and operated in a regular and efficient manner so as to accommodate properly the traffic between said points and Panama in connection with the railroad refuse and continue to refuse to through-bill with other steamship lines in respect of business south of Panama, and will through-bill exclusively with the Pacific Mail Steamship Company for such business, and will extend to the Pacific Mail Steamship Company facilities for such business in all respects equal to those which by the said traffic agreement are extended to the business conducted by the Pacific Mail Steamship Company north of Panama. Provided, however, that the running of such line of steamers south from Panama by the Pacific Mail Steamship Company and such exclusive through-billing privilege may be terminated upon one year's notice from the Pacific Mail Steamship Company to the Panama Railroad Company of its election to terminate the running of such line, or upon one year's notice from the Panama Railroad Company to the Pacific Mail Steamship Company of its election to terminate such exclusive through-billing privileges.

Fourth. It is mutually and expressly understood and agreed that at any time during the continuance of said traffic agreement a majority of the shares of the Railroad Company or its railroad property shall be purchased or acquired by the United States of America, or by any person or persons representing it, or acting on its behalf, when either party hereto may give notice in writing to the other of its intention to terminate said traffic agreement, and at the expiration of six months from the giving of such notice the said traffic agreement and the previous articles of this agreement

shall terminate, come to an end, and be utterly null and void thenceforth, anything in said traffic agreement or herein contained to the contrary notwithstanding.

In witness whereof, each of the parties hereto has caused these presents to be signed by its president, attested by its secretary, and sealed with its corporate seal, the day and year first hereinabove written.

[SEAL.]

PANAMA RAIL ROAD COMPANY,
By J. EDWARD SIMMONS,
President.

Attest:

E. A. DRAKE,
Secretary.

[SEAL.]

PACIFIC MAIL STEAMSHIP COMPANY,
By C— H. TWEED, *President.*

Attest:

JOS. HELLEN,
Secretary.

714 STATE OF NEW YORK,
County of New York, ss:

On this 11th day of June, 1902, before me personally appeared J. Edward Simmons, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Panama Rail Road Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the president of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed by him and sealed in behalf of the said corporation by authority of its board of directors; and the said J. Edward Simmons acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[SEAL.]

[NOTARIAL SEAL.]

JOHN J. TIERNEY,
Notary Public, Kings County, N. Y.
(Certf. filed in New York County.)

715 STATE OF NEW YORK,
County of New York, ss:

On this 11th day of June, 1902, before me personally appeared E. A. Drake, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Panama Rail Road Company, who, being by me duly sworn, did depose and say:

That he resided in New York City; that he was the secretary of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed and sealed by him in behalf of the said corporation by authority of its board of directors; and the said E. A. Drake acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[SEAL.]
[NOTARIAL SEAL.] JOHN J. TIERNEY,
Notary Public, Kings County, N. Y.
(Certf. filed in New York County.)

16 STATE OF NEW YORK,
County of New York, ss:

On this 11th day of June, 1902, before me personally appeared C. H. Tweed, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Pacific Mail Steamship Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the president of said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed by him and sealed in behalf of the said corporation by authority of its board of directors; and the said C. H. Tweed acknowledged the said instrument to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[SEAL.]
[NOTARIAL SEAL.] JOHN J. TIERNEY,
Notary Public, Kings County, N. Y.
(Certf. filed in New York County.)

17 STATE OF NEW YORK,
County of New York, ss:

On this 11th day of June, 1902, before me personally appeared Joseph Hellen, personally known to me to be the individual who subscribed the within instrument for and in behalf of the Pacific Mail Steamship Company, who, being by me duly sworn, did depose and say: That he resided in New York City; that he was the secretary of the said corporation; that he knew the corporate seal of the said corporation; that the seal affixed to the said instrument was such corporate seal, and that the said instrument was signed and sealed by him in behalf of the said corporation by authority of its board of directors; and the said Joseph Hellen acknowledged the said instru-

ment to be the act and deed of the said corporation, and that the same was executed by said corporation freely and voluntarily for the purposes therein mentioned.

[SEAL.]

[NOTARIAL SEAL.]

JOHN J. TIERNEY,

Notary Public, Kings Co., N. Y.

(Certf. filed in New York County.)

718 PETITIONER'S EXHIBIT (ALLEN) No. 28, SEPTEMBER 22, 191

(Page 223 of the "Travelers' Official Guide of the Railway and Steam Navigation Lines in the United States and Canada, June, 1885.")

SOUTHERN PACIFIC COMPANY.

(Atlantic system, east of El Paso. Pacific system, west of Ogden and El Paso.)

CONTROLLING AND OPERATING—

Central Pacific R. R.	1, 254. 24 mi
Northern Ry.	153. 63 "
San Pablo & Tulare R. R.	46. 51 "
Berkeley Branch R. R.	3. 84 "
California Pacific R. R.	115. 44 "
Stockton & Copperopolis R. R.	49. 00 "
Amador Branch R. R.	27. 20 "
Southern Pacific R. R. of California	552. 85 "
Southern Pacific R. R. of Arizona	384. 25 "
Southern Pacific R. R. of New Mexico	167. 30 "
Galves'n, Harrisburg & San Antonio Ry.	936. 74 "
Mexican International R. R.	171. 00 "
Texas & New Orleans R. R.	105. 10 "
Louisiana Western R. R.	112. 00 "
719 Morgan's Louisiana & Texas R. R.	281. 00 mi
Sabine & East Texas R. R.	104. 00 "
Los Angeles & San Diego R. R.	27. 00 "
Los Angeles & Independence R. R.	16. 83 "
Southern Pacific R. R. of Cal. (No. Div.)	202. 50 "
Total rail lines	4, 711. 06 mi
Steamer lines	4, 205. 00 "
Grand total	8, 916. 06 mi

GENERAL OFFICERS.

Hon. Leland Stanford, president	San Francisco, Cal.
C. P. Huntington, vice president	New York, N. Y.
Charles Crocker, 2nd vice president	San Francisco, Cal.
C. F. Crocker, 3rd vice president	San Francisco, Cal.
E. H. Miller, Jr., secretary and controller	San Francisco, Cal.
Timothy Hopkins, treasurer	San Francisco, Cal.

OFFICIALS OF THE LINE.

A. N. Towne, general manager Pacific system	San Francisco, Cal.
A. C. Hutchinson, general manager Atlantic system	New Orleans, La.
J. C. Stubbs, general traffic manager	San Francisco, Cal.
The general traffic manager, under the direction of the general manager of the Pacific system, will be charged with the handling of all through business of the company and that interchanged by or which may be competitive as between the Pacific and the Atlantic systems.	

OFFICERS OF THE PACIFIC SYSTEM.

J. A. Fillmore, gen. superintendent	San Francisco, Cal.
E. H. Pratt, asst. gen. superintendent	"
Geo. Crocker, asst. superintendent	"
W. G. Curtis, superintendent of track	"
S. W. Sanderson, counsel	"
Creed Haymond, associate counsel	"
Wm. Hood, chief engineer	"
W. H. Porter, gen. auditor	"
A. D. W. McCullough, ticket auditor	"
C. J. Wilder, freight auditor	"
C. A. Grow, auditor M. P. & M. Dept.	"
T. H. Goodman, gen. pass'ger & ticket agt.	"
R. A. Donaldson, asst. gen. pass'ger and tkt. agt.	"
Richard Gray, gen. freight agent	"
C. F. Smurr, 1st asst. gen. freight agent	"
J. M. Crawley, 2d asst. gen. freight agent	"
O. C. Wheeler, gen. baggage agent	San Francisco, Cal.
W. H. Mills, land agent C. P. R. R.	"
Jerome Madden, land agent S. P. R. R.	"
A. J. Stevens, gen. master mechanic	Sacramento, Cal.
Ben. Welch, master car builder	"
J. R. Watson, purchasing agent	"

OFFICERS OF THE NORTHERN DIVISION.

(San Francisco, Tres Pinos, Soledad, Monterey, Santa Cruz, and Monte Vista.)

A. C. Bassett, supt. and gen. freight agt.	San Francisco, Cal.
Chas. J. Robinson, auditor	"
H. R. Judah, asst. pass'ger and ticket agt.	"
E. J. Martin, asst. gen. freight agent	"

OFFICERS OF THE ATLANTIC SYSTEM.

J. G. Schriever, traffic manager	New Orleans, La.
J. Kruttschnitt, supt. M. L. & T. R. R.	"
E. M. Underhill, asst. auditor	"
J. B. Richardson, local treasurer	"
Jacob E. Fisher, gen. auditor	Houston, Texas.
P. L. Queyrouze, asst. auditor	"
E. G. Thompson, supt. G. H. & S. A. Ry.	"
T. W. Peirce, Jr., gen. passenger agent	Houston, Texas.
C. C. Gibbs, gen. freight agent	"

TRAVELING PASSENGER AGENTS.

W. C. Gregory, traveling passenger agent.....Cincinnati, O.
G. W. Ely, traveling passenger agent.....Montgomery, Ala.
P. Gray Nichols, traveling passenger agt.....Galveston, Tex.
C. E. Miner, traveling passenger agent.....El Paso, Tex.
W. Chouplan, traveling passenger agent.....Havana, Cuba.

FOREIGN AGENCIES.

W. G. Kingsbury, gen. western European passenger agent, 41 Finsbury Pavement, London, England.
Rudolph Falck, gen. eastern European passenger agent, 38 Admiralitatstrasse, Hamburg, Germany.
E. Hawley, gen. eastern freight and passenger agent, 339 Broadway, New York, N. Y.
L. H. Nutting, eastern passenger agent, 339 Broadway, New York, N. Y.
E. E. Currier, New England agent, 192 Washington Street, Boston, Mass.

UNITED STATES VS. SOUTHERN PACIFIC CO.

1525

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Feb. 24	C. W. Cox c/o R. Winthrop & Co.....	50	C. 8238, Sept. 10/89.....	Feb. 24	C. 1001. Asst. pd. Feb. 27/99.
Feb. 25	Wm. B. Hincks, 338 Main St., Bridgeport.	50	C. 9811, Feb. 16/99.....	Feb. 25	C. 1002. Asst. pd. Feb. 28/99.
Feb. 27	Theodore H. Waterman, 467 Bway, Albany, N. Y.	22	C. 9316, Oct. 4/1895.....	Mch. 2	C. 1003. Asst. pd. Feb. 27/99.
27	Stanford Marsh, exr., 911 Broadway.....	10	D. 30774, Nov. 20/83.....	Mch. 28	C. 1005. Asst. pd. Feb. 27/99.
28	Thomas Vail, Troy, N. Y.....	200	E. 12726/25, Aug. 2/89, 2/100....	Mch. 28	A. 1/2. Assessment paid Mar. 13, 1899.
28	Stephen O. Potts, Livingston, Columbia Co., N. Y.	10	D. 80335, Apl. 13/98.....	Mch. 28	C. 1004. Asst. pd. Feb. 28/99.
28	Kean Van Cortland & Co.....	100	E. 14907, Feb. 24/99.....	Mch. 28	A. 3. Assessment paid Feb. 28.
28	Wood Huestis & Co.....	40	D. 31314, Jan. 3/84; C. 7952, July 15/89, 1/10, 1/30.	Mch. 28	C. 1006. Assessment paid Feb. 28.
28	William Lounsbery, 62 Crown St., Kingston, N. Y.	40	D. 32488, May 5/84; D. 65346, May 29/89; D. 28177, May 26/83; D. 65347, May 29/89.	Mch. 28	C. 1007. Assessment paid Feb. 28.
28	J. S. Farlee & Bro.....	60	C. 9786, Feb. 6/99.....	Mch. 28	C. 1008. Asst. paid Feb. 28.
28	G. A. Morgenroth, c/o William F. Milton. Amer. Stockholders Committee, through Cld. Tr. Co.	300	E. 11662/4, Dec. 21/87.....	Mch. 28	A. 4/6. Asst. paid Feb. 28.
Mch. 1	J. Otto Koch, 16 Beaver St.....	10,849			C. 1022/97. A. 13/99.
Mch. 1	Jonathan Bulkley.....	100	E. 14856, Feb. 21/99.....	Mch. 1	A. 7. Asst. paid Mch. 1.
1	Geo. W. Crossman.....	80	C. 6101/2, 6105, Nov. 12/83....	Mch. 1	C. 1010.
1	Wynant Vanderpool, Morristown, N. J....	100	C. 7328, Sep. 22/86, 4/20.....	Mch. 1	A. 8. Asst. paid Mch. 1.
2	John B. Peck, c/o Newtown Savings Bk., Conn.	50	C. 7335, Sept. 28/86.....	Mch. 2	C. 1011. Asst. paid Mch. 2.
3		20	D. 67882/83, April 9/92.....	Mch. 2	C. 1013. Asst. paid Mch. 2.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1898. Mch. 3	Thomas E. Stillman.....	200	E. 11673/4, Jan. 17/98.....	Mch. 2	A. 9/10. Asst. paid Mch. 2.
		15	C. 9541, June 30/98.....	Mch. 2	C. 1014. Asst. paid Mch. 2.
726-727	First National Bank, Norwich, Conn.....	30	C. 8241, Sept. 11/89.....	Mch. 3	C. 1015. Assessment paid Mar. 23, 1899.
Mch. 3	National Whaling Bank, New London, Conn.	16	C. 9239/40, Aug. 23/94, 2/4.....	Mch. 3	C. 1016. 3 shs. Asst. paid Mch. 3.
			C. 9242, Aug. 23/94, 3 shs.....		C. 1017. 6 shs. Asst. paid Mch. 3.
			C. 8014, July 17/89, 3 shs.....		C. 1018. 7 shs. Asst. paid Mch. 3.
3	First National Bank, Meriden, Conn.....	10	C. 8015, July 17/89, 2 shs.....		
			C. 8242, Sept. 12/89; C. 6235, Feb. 4/84.	Mch. 3	C. 1019. Assessment paid Mar. 3, 1899.
3	Edward N. Waterman, 467 Bway, Albany.	21	C. 9317, Oct. 4/95.....	Mch. 3	C. 1020. Assessment paid Apr. 1, 1899.
3	George Gibson, 1003 Union St., Schenectady.				
3	First National Bank, Norwich, Conn.....	6	C. 8176, Aug. 17/89.....	Mch. 3	C. 1021. Assessment paid Mar. 23, 1899.
3	Hollister & Babcock.....	200	E. 14771, Feb. 10/99; E. 13675, Aug. 3/89.	Mch. 3	C. 111/12. Assessment paid Oct. 17/99.
4	John A. Elmendorf, Hurley, Ulster Co., N. Y.	10	D. 50746, Dec. 23/86.....	Mch. 6	C. 1098. Assessment paid Mar. 4, 1899.
6	A. Douglas Miller, Box 25, Rockville Center, L. I.	50	C. 7930, July 10/89.....	Mch. 6	C. 1099. Assessment paid Mar. 6, 1899.
6	L. Heusermann.....	26	C. 8528, Nov. 25/90.....	Mch. 6	C. 1100. Assessment paid Mar. 6, 1899.
7	Edward Sweet & Co.....	26	C. 8149, Aug. 9/89.....	Mch. 7	C. 1101. Assessment paid Mar. 7, 1899.
7	Middletown National Bk., Conn.	60	C. 6605, May 17/84, 1/15.....	Mch. 7	C. 1102. Assessment paid Mar. 7, 1899.
	Wm. H. Burrows, trustee, c/o Middletown Natl. Bk.		C. 8042, July 10/89, 1/85.....		
			D. 31346, Jan. 12/84, 1/10.....		

7	E. N. Waterman, 467 Bway, Albany, N. Y.	22	C. 9318, Oct. 4/95.	Mch. 7	C. 1104. Assessment paid Mar. 7, 1899.
7	Frank C. Smith, Middleton, Mass.	10	D. 31354, Feb. 4/1884.	Mch. 7	C. 1105. Assessment paid Mar. 7, 1899.
7	Coster Knapp & Co.	10	D. 80347, April 18/98.	Mch. 7	C. 1106. Assessment paid Mar. 7, 1899.
7	F. St. Goar.	500	E. 13624, Mch. 25/98; E. 14202, Jan. 9/99; E. 14267/8, Jan. 12; E. 14134, Jan. 4/99.	Mch. 7	A. 100/4. Assessment paid Apr. 5, 1899.
8	Laura T. H. Varick, 40 Main St., Poughkeepsie, N. Y.	20	C. 8053, Aug. 2/89.	Mch. 8	C. 1107. Assessment paid Mar. 8, 1899.
728-729					
Mch. 7	Wm. Salomon, city	2,000	D. 80709, 29704, 29321, 9982; D. 80348, 62568, 26224/3, 65422; D. 30574, 24184, 34384, 12/10; C. 9804, 9792, 2/40; C. 9799, 7821, 7612, 9802; C. 9530, 9531, 9603, 9535, 8/50; E. 11915, 14413, 14558, 14690; E. 13797, 14423, 13828, 14131; E. 14595, 14397, 14576/5.	Mch. 7	A. 105/124.
8	Anthony Wallach, 12 East 63 St.	600	E. 14032, 14089, 14/100.	Mch. 8	130. Assessment paid Mar. 8, 1899.
8	Theo. H. Waterman, 467 Bway, Albany.	13	E. 13283/6, 13282, Nov. 21/92.	Mch. 8	C. 1108. Assessment paid Mar. 8, 1899.
8	Nat'l Whaling Bank, New London, Conn.	500	E. 13913, Dec. 19/98, 6/100.	Mch. 8	C. 131/135. Assessment paid Mar. 8, 1899 (approved by Tweed).
8	Andrew Kirkpatrick.	100	E. 12680/84, July 16/89.	Mch. 8	A. 136. Assessment paid Mar. 8, 1899.
8	Bk. of Montreal.	100	E. 12862, Sept. 19/89.	Mch. 8	A. 137. Assessment paid Mar. 8, 1899.
8	Joseph M. Ward.	70	C. 6285/4, Feb. 11/84, 1/20, 1/50.	Mch. 17	C. 1109. Assessment paid Mar. 8, 1899.
8	F. St. Goar.	1,100	E. 12571, 14873, 14875, 14921, 14005, 14277, 14278/80, 14301/2.	Mch. 8	A. 138/148.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 8	Sara Delano Roosevelt.....	30	C. 9507, Mch. 25/98.....	Mch. 8	C. 1110. Assessment paid Mar. 20, 1899.
8	Julius Goldman.....	100	E. 12975, Feb. 19/90.....	Mch. 8	A. 149. Assessment paid Mar. 8, 1899.
730-731					
Mch 8	Walter S. Miller.....	1	C. 9234, July 31/94.....	.....	C. 1153. Assessment paid Apr. 4, 1899.
8	J. S. Burke, 275 Union St., Bklyn, N. Y..	10	C. 8525, Nov. 21/90.....	Mch. 8	C. 1112. Assessment paid Mar. 8, 1899.
9	Effa C. Dunning, Auburn, N. Y.....	15	C. 8456, July 11/90..... C. 6277, Feb. 8/84.....	Mch. 9	C. 1113. Assessment paid Mar. 9, 1899.
9	M. B. Goldschmidt, Ffto/m.....	300	E. 14981, E. 12063/4.....	Mch. 9	A. 150/2. Assessment paid Mar. 9, 1899.
9	F. P. Freeman & Co.....	15	C. 9664, 9163, 9648 3/5.....	Mch. 9	C. 1111.
9	L. Levy & Co.....	200	D. 61084, 45486, 41368, 37365, 35323, 11293, 9690, 49136, 44622, 45740, 68510, 68511, 74621, 17628, 22622, 32560, 72728/29, 18282, 75385, 20/10. E. 12917, 14387, 14426, 14523/4, 14872, 14874, 14876, 8/100, D. 80718/19, 59715, 45281, 74802, 80717, 66201, 67681, 8/10; C. 8220, 1/30; C. 9868, 1/50; C. 9867, 1/40.	Mch. 9	A. 153/4.
9	F. St. Goar.....	1,000		Mch. 9	A. 155/64.

9	Fifth Ave. Bank.	20	D. 65001, Feb. 21/89; D. 32482, May 31/84.	Mch. 9	C. 1114. Assessment paid Mar. 9, 1899.
9	J. S. Bache & Co.	20	D. 65456/9, Aug. 2/89.	Mch. 9	C. 1115/16. Assessment paid Mar. 9, 1899.
10	Hofmann Bros.	20	C. 9860, Mch. 1/99.	Mch. 10	C. 1117. Assessment paid Mch. 29/99.
10	Kissam Whitney & Co.	100	E. 12832, Aug. 23/89.	Mch. 10	A. 165. Assessment paid Apr. 5, 1899.
10	First Nat'l Bk., Norwich, Conn.	10	D. 30860, Dec. 12/83.	Mch. 10	C. 1118. Assessment paid Mar. 23, 1899.
Mch. 10	Geo. Gibson, 1003 Union St., Schenectady.	40	C. 8522, Nov. 19/90.	Mch. 10	C. 1119. Assessment paid Mar. 10, 1899.
10	Joseph Plant, Norwich, Conn.	20	D. 64576, 1/10; C. 6452, 7884, 2/5.	Mch. 10	C. 1120. Assessment paid Mar. 10, 1899.
10	Strong, Sturgis & Co.	200	E. 14739, 14249.	Mch. 10	A. 166/7.
10	John F. Jones, Box 24, Worcester, Mass.	20	C. 8362, Feb. 4/90.	Mch. 10	C. 1121. Assessment paid Mar. 10, 1899.
10	P. Edgar Ackert, c/o 1st Natl. Bk., Po'keepsie, N. Y.	10	D. 65583, Aug. 15/99.	Mch. 10	C. 1122. Assessment paid Mar. 10, 1899.
10	Lazard Freres	3, 050	D. 35722, 77168, 34853, 61307, 38361, 37684, 27176, 9641, 53895/4, 24325.	.....	A. 168/197. Assessment paid Apr. 5, 1899.
			56436/7, 64823/2, 35365 ² / ₂ .		C. 1123. Assessment paid Apr. 5, 1899.
			56448, 56434/27, 76287.		
			64555, 29062, 22233, 30484.		
			38642, 64820, 56447/3.		
			35447/3, 35370/66, 56435, 8275, 70906, 37804, 59265, 39405, 63763, 63595, 32088, 38033, 50930, 2175, 11350, 44688, 34070, 50972, 16983, 29976, 32637, 40991, 42534.		

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 10	Lazard Freres (continued)		⁴ 4064, 5291, 68700/3, 39229/8, 51812, 49301, 43368, 58835, 14935, 51259, 85/10; C. 9613, 9650, 2/50; C. 9682, 2/50.		
734-735			E. 11675, 14210, 14232, 14233, 14375/6, 12361, 14157, 10201, 14549, 12016, 14108, 14155, 14170, 14145. ⁴		
Mch. 10	Kissam, Whitney & Co.	90	E. 14169, 14038/41, 20/100. C. 8524, 7543, 2/20..... C. 9079/8, 9419, 3/5. C. 9420, 25. D. 78205, 10. C. 7786.....	Mch. 10	C. 1125. Assessment paid Apr. 5, 1899.
10	John L. Daniels.	12		Mch. 10	C. 1126. Assessment paid Mar. 10, 1899.
10	Lydia P. Mitchell, 5 Milton Road, Brook- line, Mass.	12		Mch. 10	C. 1127.
10	Glover, Sanford & Sons.	100	C. 8559.....	Mch. 10	A. 200. Assessment paid Mar. 10, 1899.
10	Speyer & Co.	300	E. 15158, 14259, 14266.....	Mch. 10	A. 201/3.
10	L. Levy & Co.	300	E. 14668, 15032/3.....	Mch. 10	A. 204/6.
10	F. St. Goar.	900	E. 15153/4, 14245, 14644, 11677, 14349, 14197, 14273, 8/100. D. 64876/7, 2/10. C. 9606, 1/50; C. 9666, 1/30.	Mch. 10	A. 207/15.

10	Fifth Ave. Bank.	200	C. 6533, 6610, 7889, 7163, 4/50.	Mch. 10	A. 216/17. Assessment paid Mar. 10, 1899.
10	Strong, Sturgis & Co.	6, 200	E. 14975, 14746/7, 13951, 13875, 13952/3, 11708, 14204, 14744, 13830, 13612, 13772.	Mch. 10	A. 216/79.
			E. 13703, 14535/4, 13928.		
			E. 14172, 13792, 14147/50, 14196, 13742, 13857, 13298, 11624, 12310, 13619, 13799, 13715, 14239, 14205, 14324, 13793, 13892, 13646, 14616.		
			E. 14459, 14816, 14748/53.		
			E. 15161/64, 14754, 14728/34.		
			E. 14745, 60/100.		
			C. 9565, 9576, 9511, 9747.		
11	Massasoit Paper Manufacturing Co.	150	C. 7382, 7404, 7510, 3/50.	Mch. 11	C. 1128, A. 280. Assessment paid Apr. 5, 1899.
11	E. C. Rogers, Springfield, c/o the above Co.	70	C. 7785, 1/30; C. 6198, 1/30; D. 64900, 1/10.	Mch. 11	C. 1129/30. Assessment paid Mar. 11, 1899.
11	Geo. W. Russell, 13 James St., Albany, N. Y.	153	E. 14834, 1/100; C. 9837, 1/15; C. 9836, 1/25.	Mch. 11	A. 281, 1/100. Assessment paid Mch. 24/99.
	Baring, Magoun & Co.		D. 80619, 1/10.		C. 1131, 1/50. Assessment paid Mch. 24/99.
13	Merchants Bank, Newport, R. I.	10	C. 9841, 1/3.		C. 1132, 1/3.
			D. 66141.	Mch. 13	C. 1137. Assessment paid Mar. 29, 1899.
13	Bradbury, Bedell, 1600 Chestnut St., Phila., Pa.	115	C. 6600, 8216; D. 65643.	Mch. 13	C. 1138/40, 1/50, 1/55, 1/10. Assessment paid Mar. 13, 1899.
13	Talbot J. Taylor & Co.	200	E. 14223, 14618.	Mch. 13	A. 407/8.
13	Magoun Bros. & Co.	5	C. 9796, Feb. 8/99.	Mch. 13	C. 1141. Assessment paid Apr. 3, 1899.
13	Merchants National Bank, Burlington, Vt.	7	C. 7657, April 25/88.	Mch. 13	C. 1142. Assessment paid Mar. 13, 1899.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 13 738-739	L. Levy & Co.....	500	E. 14224, 14286/5, 14255, 13778, 5/100.	Mch. 13	A. 409/13.
Mch. 13	Crocker Estate Co.....	669	E. 12105/6, 12402/5, 6/100..... ⁴	Mch. 13	A. 414/10. Assessment paid Mar. 13, 1899.
			C. 9127, 1/69.....	Mch. 13	C. 1143. Assessment paid Mar. 13, 1899.
13	Hofmann Brothers.....	400	E. 13455, 15048/9, 14417, 4/100.	Mch. 13	A. 420/3.
13	A. Iselin & Co.....	100	E. 10855.....	Mch. 13	A. 424.
14	I. E. Gates.....	75	C. 9880/2, Mch. 9/89.....	Mch. 14	C. 1144/6. Assessment paid, Apr. 3, 1899.
14	J. B. Simpson, 166 Devonshire St., Boston, Mass.	5	C. 9280, Jan. 25/95.....	Mch. 14	C. 1147. Assessment paid Mar. 14, 1899.
14	H. W. Knight, Seneca Falls, N. Y.....	120	E. 12852, Sept. 5/89, 100.....	Mch. 14	A. 550. Assessment paid Mar. 14, 1899.
14	Hoffmann Bros.....	1,000	C. 8223, Sept. 5/89, 20..... ¹⁰	Mch. 14	C. 1148. Assessment paid Mar. 14, 1899.
			E. 14955/4, 12355, 14951, 14388, 14939/42, 14938, 10/100.	Mch. 14	A. 551/60.
14	Wm. E. Edmonds.....	15	D. 80352, C. 9634.....	Mch. 14	C. 1149. Assessment paid Mar. 14, 1899.
14	Park Bank.....	3	C. 9611, Nov. 11/98.....	Mch. 14	C. 1150. Assessment paid, Mar. 14, 1899.
14	Rogers & Gould.....	20	C. 8698, May 10/92.....	Mch. 14	C. 1151.
14	Hofmann Bros.....	100	E. 14557, Jan. 26/99.....	Mch. 14	A. 561.

14	L. Levy & Co.....	650	E. 10741, 13333, 15034/6, 5/100. C. 8001/2, 8708, 3/50.....	Mch. 14	A. 502/7. C. 1152. A. 1899.
14	Sternberger, Fuld & Sinn.....	200	E. 14212, 15084..... 10 10	Mch. 14	A. 508/9.
14	Hofmann Bros.....	600	D. 30496, 16147, 11661..... 10 10 20 30 50339, 45085, C. 9739, 9731.... E. 14248, 14947/6, 14855, 11596, 5/100.	Mch. 14	A. 570/75. Assessment paid, Apr. -, 1899.
14	John R. Caswell.....	100	E. 12121, Feb. 8/89..... 15 2	Mch. 14	A. 616.
15	S. L. Rockwell & Co., Jordan, N. Y.....	17	C. 9658, 9876.....	.....	C. 1154. Assessment paid, Mar. 15, 1899.
740-741					
Mch. 14	J. Kennedy Tod & Co.....	4,000	E. 13761, 12330, 14912, 14843, 14692/3, 14864, 14322, 13122, 13702, 14340, 14485, 14765/6, 13853. 13 14755, 13988, 14817/29. 4 14988, 15031/28, 14880. 13826, 37/100. 4 D. 80328/33, 51264/7, 66750. 61707/8, 52806/7, 51163. 4 76030/3, 10270, 9172, 54368, 7883, 38708, 60569, 20963, 41425, 24063, 23590, 30/10. C. 9862, 1/50; E. 14073..... 14178, 14696/5, 14802, 5/100.... C. 9108 Aug. 28/93.....	Mch. 14	A. 576/615. Assessment paid Apr. 5, 1899.
15	Strong, Sturgis & Co.....	550		Mch. 15	A. 617/21.
15	Natl. Park Bank.....	18		Mch. 15	C. 1155.
				Mch. 15	C. 1156. Assessment paid Mar. 15, 1899.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	Date
1899. Mch. 15	Hofmann Bros.....	600	E. 13959, 12334, 14617..... 13124, 13498, 13985..... 100	Mch. 15 1	A. 622/7.
15	Chas. Fairchild & Co.....	110	D. 80713, E. 14871.....	Mch. 15	A. 628, A. 1157. Assessment paid Mar. 15, 1899.
15	Conrad Heller.....	10	D. 65442, July 15/89.....	Mch. 15	C. 1158. Assessment paid Mar. 15, 1899.
15	First Natl. Bk.	75	25 50 C. 7361, 9008.....	Mch. 15	C. 1159. Assessment paid Mar. 15, 1899.
15	Spencer Trask	70	C. 9399 Feb. 16/97.....	Mch. 15	C. 1160. Assessment paid Mar. 15, 1899.
15	F. P. Allen, Tr Y.....	50	C. 8170 Aug. 16/89.....	Mch. 15	C. 1161. Assessment paid Mar. 15, 1899.
15	L. Levy & Co.....	100	E. 13905 Dec. 17/98.....	Mch. 15	A. 629.
742-743					
Mch. 15	S. V. White & Co.....	6, 850	2 5 E. 14117/18, 14113, 14108/12. 4 3 4 14104/7, 14101/3, 14097/100. 4 13639, 14740/43, 14470/1. 3 10202, 10205, 14305/3, 14125.		

14119, 14127/8, 14129/4, 11110, 14354, 14257, 13930, 12163, 14477, 14153, 13729, 14390/1, 14129/8, 11916, 13472, 14389, 12211, 13922.	60	50	
14046, 56/100, C. 9758, 9729. D. 22183, 16568, 16900, 5594, 28732, 25907, 25541, 25569, 25584, 36997, 47076, 43432.	3		
68788, 21456, 53404/2, 59161, 64661, 62061, 43986, 53310, 73528, 53314, 2709, 47557, 61552, 45420, 75268, 19414, 61803, 28638, 63008, 63035.	25	50	14
26098, 9777, 9754, 9763, 9773. D. 67671, 49817, 68886, 68856, 70937, 70244, 69142, 33629, 45617, 64672, 70825, 62387, 62080, 28067, 72624, 35113, 16909, 60285, 2186, 8306, 44782, 19385, 71958, 45752, 52477, 72086, 71349, 72010, 36032, 29867.			
34507, 35486/4, 37227, 39230, 33357, 35394, 35449/8, 26861, 32317, 71071, 32866, 70777, 11302, 38739, 41693, 7624, 68327, 73788, 69891, 20704, 47549, 45625, 49408, 48352, 76143, 35106, 80637, 46189, 44609, 34839, 50143, 35406, 35385, 27926, 33376, 36425. 34293, 105/10.....	3		

Mch. 15 A. 630/97.

Mch. 15 C. 1162.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 15	Goldman, Sachs & Co.....	50	C. 8105 Aug. 6/89.....	Mch. 15	C. 1163. Assessment paid Mch. 15, 1899.
15	Hoffmann Bros.....	200	E. 14957/56.....	Mch. 15	A. 698/9. Assessment paid Mch. 29/99.
15	L. Levy & Co.....	700	D. 38474, 43091, 46223, 71149, 40314, 41301, 46387, 46872, 54915, 30514, 10/10. E. 13635, 14195, 15156/5, 15097/6, 6/100.	Mch. 1	A. 700/6.
15	Strong, Sturgis & Co.....	2,000	E. 12750, 12352, 14708, 14227, 12905/04, 14723, 14774, 10199, 13868, 14331, 14482, 13727, 11713, 14024, 14330, 14216, 13916, 13795, 14798.	Mch. 15	A. 707/25. C. 1164/5.
15	Hoffmann Bros.....	1,000	E. 14948/50, 14187, 14669, 13222, 13874, 12344, 14186, 14211, 10/100.	Mch. 15	A. 726/35.
746-747			5 4		
Mch. 16	Miss M. G. Savage, Cromwell, Conn.....	9	C. 7597, 7764.....	Mch. 16	C. 1166. Assessment paid Mar. 16, 1899.
16	Mrs. Harriet W. Wheelock, Cromwell, Conn.	2	C. 7767.....	Mch. 16	C. 1167. Assessment paid Mar. 16, 1899.
16	F. H. Johnson, Monson, Mass.....	5	C. 6297.....	Mch. 16	C. 1168. Assessment paid Mar. 16, 1899.
16	M. D. Kneeland, 29 Wyoming St., Roxbury, Boston.	15	6 5 4 C. 7812, 8525, 6201.....	Mch. 16	C. 1169. Assessment paid Mar. 16, 1899.

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Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 17	Van Emburg & Atterbury.....	100	E. 13120, Sept. 30/91.....	Mch. 17	A. 790.
17	Zimmerman & Forshay.....	10	D. 36531, July 15/84.....	Mch. 17	C. 1180.
17	American Nat'l Bk., Hartford, Conn.....	10	D. 65564, Aug. 10/89.....	Mch. 17	C. 1181.
17	John D. Parker, Hartford, Conn.....	10	D. 32367, Mch. 14/84.....	Mch. 17	C. 1182.
17	First Nat'l Bank, Norwich, Conn.....	2	C. 6339, Feb. 21/84.....	Mch. 17	C. 1183.
17	Mrs. Henry D. Beman, Augusta, Ga.....	50	C. 8716, Jan. 20/92.....	Mch. 17	C. 1184.
17	A. Iselin & Co.....	120	C. 7935, 70 shrs; C. 6808, 6348, 2/20.	Mch. 17	C. 1185.
17	Thames Nat'l Bank.....	10	D. 41039, 1/10.....	Mch. 17	C. 1186.
17	Appleton R. Hillyer.....	20	D. 32428, Apl. 10/84.....	Mch. 17	C. 1187.
17	Connecticut Trust & Safe Dep. Co., Hartford.	6	C. 8109, Aug. 6/89.....	Mch. 17	C. 1188.
17	John H. Peck, Troy, N. Y. (for Mary L. L. Thurman).	100	C. 8371, Feb. 11/90.....	Mch. 17	A. 792.
17	Zimmerman & Forshay.....	100	E. 13499, Nov. 19/96.....	Mch. 17	A. 808.
750-751			E. 14072, Dec. 29/98.....	Mch. 17	A. 794/803.
Mch. 17	I. E. Gates.....	1,000	E. 10606/11, 11641, 12173/5.	Mch. 17	Assessment paid Mar. 17, 1899.

17	Kleas, Whitney & Co.....	500	E. 12040/47, C. 0305/06.....	Mch. 17	A. 804/9, C. 1189/90. Assessment paid Apr. 8, 1899.
17	Hofmann Bros.....	200	E. 13531/32, July 28/97.....	Mch. 17	A. 806/7. Assessment paid Mar. 17, 1899.
17	F. T. White.....	100	C. 7430, 6766, 2/60.....	Mch. 17	A. 793. Assessment paid Mar. 17, 1899.
17	Geo. W. Stoddard.....	20	C. 8355, Feb. 3/90.....	Mch. 17	C. 1191. Assessment paid Mar. 17, 1899.
17	Alfred E. Austin, Norwalk, Conn.....	75	C. 8385, Jan. 5/97.....	Mch. 17	C. 1192. Assessment paid Mar. 17, 1899.
17	W. S. Johnson, 83 Leonard St.....	25	C. 9879, Mch. 9/99.....	Mch. 17	C. 1193. Asst. pd. Mch. 24/99.
17	Geo. S. Hart.....	100	E. 11883, Jan. 18/88.....	Mch. 17	A. 809. Assessment paid Apr. 4, 1899.
17	Chas. Minzesheimer.....	100	D. 61294, 69407, 53559, 54396, 55051, 55259, 56947, 56948, 58574, 53589, 10/10.....	Mch. 17	A. 810.
17	S. V. White & Co.....	600	E. 15211/14, 13827, 14351..... 20 20 50 5	Mch. 17	A. 811/16.
17	John H. Jacquelin & Co.....	143	C. 9655, 9417, 9878, 8102. 3 15	Mch. 17	A. 817. Assessment paid Apr. 4, 1899.
17	Mary E. Gulick, Kingston, New Jersey.....	25	C. 9896, 8319, 113 sha.....	Mch. 17	C. 1194. Assessment paid Apr. 4, 1899.
17	Rob't Winthrop & Co.....	30	D. 75421, 71343, 68325, 3/10.....	Mch. 17	C. 1195. Assessment paid Mar. 17, 1899.
17	Edward Sweet & Co.....	10	C. 7795, Feb. 15/89.....	Mch. 17	C. 1196. Assessment paid Mar. 17, 1899.
17	L. Levy & Co.....	200	C. 8153, Aug. 10/89, 15.....	Mch. 17	C. 1197. Assessment paid Mar. 17, 1899.
17	P. Harmonys Nephew.....	200	C. 8154, Aug. 10/89, 15.....	Mch. 17	C. 1198. Assessment paid Mar. 20, 1899.
752-753			D. 67000, Dec. 31/90.....	Mch. 17	A. 818/9.
Mch. 17	S. D. Paddock, Syracuse.....	100	E. 15092/3, Mch. 4/99.....	Mch. 17	A. 820/1. Assessment paid Mar. 20, 1899.
17	Baring, Magoun & Co.....	80	E. 14884, 14952.....	Mch. 17	A. 822. Assessment paid Apr. 3, 1899.
			E. 12944, Jan. 20/90..... 4	Mch. 17	C. 1199/1206, 8/10.
			D. 61841/4, 29173, 29314, 29313/12, 8/10.		

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 17	Nat'l Bank of N. A.	3, 220	E. 14433/2, 14444, 14437/34, 14174, 12968, 14173, 13765, 13647, 13643, 13545, 13061, 13600, 13140, 11994, 13739, 13626, 13664, 13599, 22/100. C. 9391, 9445, 8459, 9465, 9587, 9578, 6/50. 60 20 C. 9559, 9418. D. 3700, 77174, 48595, 18901, 49062, 69800, 45161, 41399, 43538, 37915, 57431, 28731, 59910, 24235, 46141, 48966, 2945, 31548, 59511, 41385, 78090, 58761, 50782, 37516, 55158, 65833, 80031, 80033, 80035/4, 80036/7, 80302, 80305, 50291, 8853, 71199, 14470, 37904, 58551, 57905, 57816, 56729, 19326, 50919, 53532, 56752, 70652, 6469, 45958, 19255, 45385, 67905, 26034, 68451, 39326, 51542, 51792, 80032, 5749, 63741, 27960, 42892, 69838, 64/10.	Mch. 17	A. 823/54. C. 1207/8.
754-755					
Mch. 18	Joseph F. Barton, Waterville, N. Y.	120	E. 12888, C. 8293..... 20	Mch. 18	C. 1200. A. 855. Assessment paid Mar. 18, 1899.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 20	H. L. Fairchild, Nichols, Conn.....	40	C. 8328, 9871, 2/20.....	Mch. 20	C. 1220. Assessment paid Mar. 20, 1899.
20	J. W. Fairbanks, Tr. Amherst College, Amherst, Mass.	100	E. 12870.....		A. 2037. Assessment paid Mar. 24, 1899.
20	Loon, Hoffmann & Co.....	40	20 5 15 C. 9749, 9519, 8151.....	Mch. 20	C. 1221.
20	Merchants Nat'l Bank, New Bedford, Mass.	20	10 2/5 D. 39369, C. 8201/2.....	Mch. 20	C. 1222. Assessment paid Mar. 20, 1899.
20	Williamson & Squire.....	25	C. 8199, 8200, 6228, 3/5.....	Mch. 20	O. 1223. Assessment paid Mar. 20, 1899.
20	Sanford & Kelley, New Bedford, Mass...	100	D. 80649, 1/10.....		
20	Pacific Imp't Co.....	105	E. 14578.....	Mch. 20	A. 892.
20		203	75 30 C. 7670, 7848.....	Mch. 20	C. 1224/5. Assessment paid Apr. 4, 1899.
20		100	C. 9342, Mch. 24/95.....	Mch. 20	C. 1226; A. 893/4. Assessment paid Mar. 20, 1899.
20	Horace B. Burr, Greenfield Hill, Conn.....	130	5 40 35 C. 9895, 9817, 8552.....	Mch. 20	A. 895. Assessment paid Mar. 20, 1899.
20	Theodore Wilson.....	13	D. 67711, 69067, 2/10. C. 9822, 30.....	Mch. 20	C. 1227. Assessment paid Mar. 20, 1899.
20	D. H. Tomlinson, Bridgeport, Conn.....	12	E. 15216, 100.....	Mch. 20	A. 896. Assessment paid Mar. 20, 1899.
			C. 80652.....	Mch. 20	O. 1226.

20	Mary F. Cahill, 26 Beckman Place.....	10	C. 9741, 9873, 2/5.....	Mch. 20	1899. C. 1329.
20	Blake Bros. & Co.....	100	E. 14429, Jan. 18/99.....	Mch. 20	A. 898.
758-759					
20	Nobles & Mestre.....	100	D. 43436, 22296, 52516, 38994, 63809, 20652, 46347, 62768, 48197, 25577.	Mch. 20	A. 899.
20	Mortimer C. Addoms.....	20	C. 7955.....		C. 1230.
20	Central Trust Co.....	1,000	D. 59729, 3898, 25657, 51699, 54781, 53876, 7214, 31471, 28248, 19861, 34336/32, 8827, 8457, 7370, 1988, 1972, 20/10, E. 10200, 14135, 13764, 14010, 13720, 14369, 14441, 14898/ 900, 13638, 14252, 14655, 13473.		A. 900/15. 1899.
20	E. C. Benedict & Co.....	2,000	E. 13806, 13756, 13094, 14577, 13719, 14361, 14398, 14290, 14419, 14767, 13865, 11709, 13104, 14427, 13123, 12237, 12013, 14985/4, 12329.	Mch. 20	A. 916/35.
20	Willet & Co.....	275	D. 65443, E. 12675, 12676.....	Mch. 20	A. 936/7. Assessment paid Apr. 4, 1899.
			15 50		
20	Mary N. Walker, 337 W. 71st.....		C. 8071, 8069.....	Mch. 20	C. 1231/33. Assessment paid Apr. 4, 1899.
20	Chemical Nat'l Bank.....	20	C. 8390, Feb. 27/90.....	Mch. 20	C. 1234. Assessment paid Mar. 20, 1899.
20	Keep & Keen.....	100	E. 12617 May 24/89.....	Mch. 20	A. 947. Assessment paid Mar. 20, 1899.
20	C. H. Rosenwald.....	200	E. 14999, 15000.....	Mch. 20	A. 948/9. Assessment paid Apr. 4, 1899.
20		10	D. 80334 Mch. 28/98.....	Mch. 20	C. 1236. Assessment paid Mar. 23, 1899.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 20	John Jos. Reedy.....	10	5 1 4 C. 7221, 9847, 9884.....	Mch. 20	C. 1237. Assessment paid Mar. 21, 1899.
760-761					
Mch. 20	Kuhn, Loeb & Co.....	970	50 15 25 5 C. 9575, 9808, 9651, 9594..... D. 75259/60, 2/10. E. 12868, 14592, 14870, 13932, 11913, 14974, 14164, 7/100.	Mch. 20	C. 1235.
			5 C. 9851, D. 25198, 54381, 61478, 77670, 80722, 51797, 52400, 64393, 36292, 35330.	Mch. 20	A. 938/46.
20	Dommick & Williams.....	1, 100	C. 9848. E. 14832, 14833, 14425, 13971, 14854, 14671/70, 13456, 8/100, D. 31108, 29683, 23338, 36999, 36248, 3072, 24097, 42452, 46254, 74743, 71139, 69298, 69040, 42900, 27977, 12958, 3453, 10878, 32760, 34028, 69563, 30138, 77173, 54837, 51806, 67741, 0853, 64644, 64643/2, 30/10.	Mch. 20	A. 950/60. Assessment paid Apr. 5, 1899.
20	J. Leonard Varick.....	50	C. 9502/1, 2/25.....	Mch. 20	C. 1239/40. Assessment paid Apr. 4, 1899.

762-763	Mch. 21	Simon B. Fleisher, 28 So. 6th St., Phila., Pa.	1,000	E. 13468, 14093, 13998, 14080, 13915, 13786, 13876, 13937, 14061, 13942, 10/100.	Mch. 21	A. 988/997. Assessment paid Mar. 21, 1899.
	21	Aetna Nat'l Bank, Hartford, Conn.	5	C. 8110, Aug. 6/89.	Mch. 21	C. 1241. Assessment paid Mar. 21, 1899.
	21	Merchants Nat'l Bank, Norwich, Conn.	20	C. 9803, Feb. 10/99.	Mch. 21	C. 1242. Assessment paid Mar. 21, 1899.
	21	Arthur B. Webb, Norwich, Conn.	50	C. 7610, Feb. 10/88.	Mch. 21	C. 1238. Assessment paid Mar. 21, 1899.
	21	Provoet Bros.	40	C. 6968, Feb. 5/85.	Mch. 21	C. 1243. Assessment paid Mar. 21, 1899.
	21	M. H. Clarkson.	50	C. 6969, Feb. 5/85.	Mch. 21	C. 1244. Assessment paid Mar. 21, 1899.
	21	Bank of No. Amer.	20	D. 3767, 64105, 2/10.	Mch. 21	C. 1245/6. Assessment paid Apr. 4, 1899.
	21		1,100	E. 13948, 14607, 14138, 14383, 14449, 13938, 14768, 14807/10, 11/100.	Mch. 21	A. 998/1008. Assessment paid Apr. 4, 1899.
764-765	21	Bank of No. Amer.	400	E. 15215, 14087, D. 36702, 45753, 40001, 25484, 8806, 12585, 45120, 33849, 16931, 21335, 2510, 32085, 54344, 57993, 58571, 59890, 21179, 30366, 51908, 26265.	Mch. 21	A. 1009/12.
	Mch. 21	W. K. Clare & Son.	600	E. 13758, 13943. ⁴	Mch. 21	A. 1013/18. Assessment paid Apr. 5, 1899.
				D. 19636/33, 18958, 16306/3. 4986, 31833, 31748, 29282/1.		

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mar. 21	W. K. Clare & Son (continued)	.....	³ 25526/4, 23157/5, 45277, 74455, 80612, 39113, 12843, 39114, 39112, 45308, 39490, 10147, 57165, 56605, 59408, 53886, 54564, 54254, 59723, 45668, 53311/12, 40/10. E. 14812, 10184, 14065, 12325, 13936. C. 7845, 70.....	Mch. 21	A. 1019/23.
21	F. St. Goar.....	500	E. 14812, 10184, 14065, 12325, 13936.	Mch. 21	C. 1247. Assessment paid Mar. 21, 1899.
21	J. S. Bache & Co.....	170	C. 7845, 70.....	Mch. 21	A. 1024. Assessment paid Mar. 21, 1899.
21	Kissam, Whitney & Co.....	400	E. 12112, 100..... D. 43034, 60036, 57168, 57170, 44881, 62567, 7177, 66236, 51594, 32950, 28655, 31835, 30056, 31834, 53724, 23324, 46848, 48937, 68799, 49655, 65420, 55422, 57454. ⁴	Mch. 21	A. 1025/8.
766-767			56797/800, 33228, 65419, 10577, 46766, 20000, 70752, 12184, 69509, 12836, 28334, 70334, 28413, 40374.		
Mch. 21	Francis T. Lord.....	100	E. 13246, Aug. 12/92.....	Mch. 21	A. 1029. Assessment paid Mar. 21, 1899.
21	Wm. Patterson & Co.....	100	E. 14913, Feb. 25/99.....	Mch. 21	A. 1030. Assessment paid Mar. 21, 1899.

21	Rob't Goodbody & Co.	300	E. 13731/6, Aug. 2/89.....	Mch. 21	A. 1031/9. Assessment paid Mar. 21, 1899.
21	A. R. Pick & Co.	60	D. 51763, 22410, 71022.....	Mch. 21	C. 1243 (35). Assessment paid Apr. 5, 1899.
			26453, 80716, 5/10.....	Mch. 21	C. 1249 (15). Assessment paid Apr. 5, 1899.
			C. 9776, 9806, 2/5.....	Mch. 21	C. 1250 (10). Assessment paid Apr. 5, 1899.
25	H. F. Hutchinson.		D. 64960, 10.....	Mch. 21	C. 1251. Assessment paid Mar. 21, 1899.
			C. 7804, 15.....	Mch. 21	C. 1252. Assessment paid Mar. 21, 1899.
20	Natl. Ulster Co. B'k, Kingston, N. Y.		D. 32487, 35781.....	Mch. 21	C. 1253. Assessment paid Mar. 21, 1899.
			20 40		
60	A. L. Webster.		C. 7662, C. 7661.....	Mch. 21	C. 1254/5. Assessment paid Mar. 21, 1899.
200	L. L. Benedict & Co.		E. 14852/3, Feb. 20/99.....	Mch. 21	A. 1034/5. Assessment paid Apr. 4, 1899.
150	Est. of Wm. H. Brigham.		C. 7808, 1/50.....	Mch. 21	C. 1256.
			E. 12270, 1/100.....	Mch. 21	A. 1036.
			10 40 30		
100	Francis Lathrop.		D. 66523, C. 9893, 9889.....	Mch. 21	A. 1037. Assessment paid Mar. 23, 1899.
			20		
			C. 9890.....		
40	W. E. Glyn.		D. 43771, 25054, 6844, 3466.....	Mch. 21	C. 1257.
200	Noble & Mestre.		D. 30426, 35452, 39580, 39870, 50128/9, 80245/6, 33557/6, 10/10.	Mch. 21	A. 1038/9.
			E. 15185.		
100	S. V. White & Co.		E. 12796, Aug. 7/89.....	Mch. 21	A. 1040
200	van Schaick & Co.		E. 12230, 13902.....	Mch. 21	A. 1041/2
768-769					
Mch. 21	Herzog & Sichel.	500	E. 12279, 14920/18, 14937.....	Mch. 21	A. 1043/7.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 21	T. H. Powers & Farr.....	120	E. 14978.....	Mch. 21	A. 1048. Assessment paid Apr. 5, 1899.
21	Hy. E. Montgomery & Co.....	50	D. 61779, 19285.....	Mch. 21	C. 1258. Assessment paid Apr. 5, 1899.
21	Natl. Bk. of Nor. Amer.....	2, 680	D. 23825, 11722, 31586, 53317, 4/10, C. 7364, 4494, 2/5. E. 13691/90, 12598, 13689..... 14660, 14414, 13826, 13776, 12326, 13461, 13873, 13763, 14067, 13722, 14704/5, 12261, 13845, 13992, 13807, 20/100. 50 50 40 14 C. 9619, 9633, 9631, 9549. 6 50 9601, 9647, 210. D. 61664, 34022, 25556, 33973, 17030, 10194, 33419, 38858, 9881, 18952, 21803, 50796, 44383, 68525, 65461, 80591, 42698, 41266, 41265, 20816, 21124, 21125, 71987, 48383, 50116, 63068, 16023, 61639, 37437, 73739, 37022, 71944, 42060, 37574, 48211, 42409, 43354, 77858, 21266, 80613, 57026. D. 21389, 57749, 55084, 54380, 58760, 54590, 47/10.	Mch. 21 Mch. 21 Mch. 21 Mch. 21 Mch. 21	A. 1049/74. C. 1260/7.

Mech. 21 | A. 1075/89.

Mech. 21

1,5000

Mch. 21 | van Emburgh & Atterbury.....

D	131,028	144,890	14,284	13,109
	62,074	52,075	61,998	27,005
	23,770	40,046	73,867	11,041
	11,776	77,427	20,677	62,446
	60,401	50,680	73,587	18,231
	50,759	42,998	60,235	61,194
	13,967	45,211	40,365	61,985
	23,436	24,347	20,685	61,536
	50,168	47,449	71,307	52,587
	60,897	55,981	49,008	28,137
	57,641	31,846	63,551	24,043
	52,975	44,710	30,528	59,829
	43,558	103,25	43,025	23,597
	100,22	107,09	35,723	49,207
	20,588	50,348	49,007	66,309
	2,634	47,748	66,309	27,894
	38,830	61,982	43,799	37,704
	46,589	33,318	54,001	21,784
	60,73	27,220	10,904	24,189
	60,73	42,020	71,929	34,189
	75,386	42,639	41,877	49,77

772-773

3
51099/100, 32973, 62366, 52187,
52188, 54927, 3464, 32259/60,
48615, 34638, 43412, 46948,
43357, 45953, 56840, 27097,
25619, 42140, 20396, 32178,
16455, 25588, 20791, 6142,
47642, 37396, 62966, 38457,
50695, 50653, 54332, 54269,
11844, 52588/9, 3740, 36645,
40399, 50685, 63896, 68142,
56930, 50443.

70 50 50

C. 9713, 9113, 9114, 170.

D. 59145, 62267, 133/10.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Date and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 21	Sternberger, Fuld & Sinn.....	100	E. 15070, 1/100.....	Mch. 21	A. 1090.
21	E. L. Oppenheimer & Co.	500	E. 13718, 15147, 15152/50.....	Mch. 21	A. 1091/5.
21	James Weeks.....	100	E. 11434.....	Mch. 21	A. 1096. Assessment paid Apr. 4, 1899.
21	Kean, van Cortland & Co.....	700	E. 13812, 14494, 13507..... 14529, 13837, 14697, 14698..... 8	21	A. 1097/1103.
21	Flower & Co.....	3, 200	E. 15261/68, 15283..... 13 15270/82, 15269, 15260/52.	Mch. 21	A. 1104/35.
774-775					
Mch. 21	R. J. Kimball & Co.....	1, 000	E. 13505, 15204, 15100, 14922/3, 11919, 12004, 14047, 13779, 13822.	Mch. 21	A. 1136/45. Assessment paid Mar. 21, 1899.
21	W. A. Jennings.....	300	E. 13707, 13513, D. 45862, 69504, 71176, 27907, 14830, 15427, 44831, 71107, 46241, 23988.	Mch. 21	A. 1146/8.
21	Strong, Sturgis & Co.....	1, 000	E. 12406, 13540, 12304, 13975/6, 13979, 12327, 14185, 13526, 12825.	Mch. 21	A. 1149/58. Assessment paid A.
21	Drake, Maston & Co.....	100	E. 14989.....	Mch. 21	A. 1159.
21	G. B. Salsbury & Co.....	500	E. 15285, 14788/90, 13121.....	Mch. 21	A. 1160/4.
21	Lazard Freres.....	2, 100	E. 13885/6, 14146, 12265, 12151, 14796, 14416, 13771.	Mch. 21	A. 1165/85. Assessment paid Apr. 5, 1899.

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Mch. 21

21	U. S. Trust Co.....	400	14490, 34026, 14026/8, 14025, 13667, 14536, 14430, 14412, 18/100, D. 30615, 70064, 51800, 50297, 30619, 18739, 78390, 28521, 41771, 57934, 50347, 70118, 1997, 2105, 45253, 50106, 44813, 27219, 68324, 60827, 34945, 34085, 978, 963, 33303, 54874.	Mch. 21	A. 1186/9. Assessment paid Mar. 28, 1899.
21	Baring, Magoun & Co.....	10	D. 35671, 24014, 33974, 19691, 30/10.	Mch. 21	C. 1268.
21	Prince & Whitely.....	250	E. 13066/59.....	Mch. 21	A. 1190/1.
21	H. G. Campbell.....	100	D. 65167.....	Mch. 21	C. 1269.
21	Ashbel P. Fitch.....	5	100 50 50 25 E. 14979, 6562, 9674, 9764.....	Mch. 21	A. 1192.
21	Baring, Magoun & Co.....	20	5 10 10 8689, D. 52503, 45732.....	Mch. 21	C. 1270.
21	Miss G. K. B. Andrews.....	100	E. 15287.....	Mch. 21	1899.
21	C. E. Jochum.....	15	C. 9490.....	Mch. 21	Assessment paid Mar. 30, 1899.
			C. 7833.....	Mch. 21	C. 1271.
			D. 31348.....	Mch. 21	C. 1272.
			E. 13804.....	Mch. 21	A. 1193.
			C. 9344.....	Mch. 21	1899.
			10 14 6 D. 68720, 7851, 8727.....	Mch. 21	C. 1273.
			C. 9072/3, 2/5.....	Mch. 21	1899.
			D. 46407, 36859, 53205, 71134.....	Mch. 21	A. 1194.
			65 10 C. 9762, 9834, D. 71106.....	Mch. 21	1899.
21	Townsend & Shera.....	125		Mch. 21	C. 1276.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Dates deposited with Central Trust Co.	Date
1899.					
Mch. 21	C. H. Rosenblatt.....	50 50	D. 30790, 80630, 10622, 15246.. 4/10. 20 75	Mch. 21	C. 1277/80.
21	Joseph Stern.....	25 10	C. 9768, 9748.		
21	Est. Wm. Jacobs.....	100	E. 13702.....	Mch. 21	A. 1195. Assessment paid Apr. 4, 1899.
778-779		50	C. 8732.....	Mch. 21	C. 1281. Assessment paid Mar. 21, 1899.
Mch. 21	Jos. H. Sulzbacher.....	100	C. 9297, 9646, 9055, 9864, D. 37814, 37185, 80641, 66940, 56062.	Mch. 21	A. 1196. Assessment paid Mar. 21, 1899.
21	Ullman Bros.....	1, 200	D. 53586, 49164, 41021, 59401, 59399, 80708, 48682, 22036, 71406, 80700, 10/10. 5	Mch. 21	A. 1197/1208. Assessment paid Mar. 21, 1899.
21	Lathrop & Smith.....	1, 600	E. 15044, 14544/8, 15058, 15157, 15186, 15226, 14055. D. 19056, 31913, 35285, 37527, 37902, 42879, 69438, 44321, 44096, 28875, 59683/4, 25700, 60599, 59161, 32522, 22567, 70854, 70773, 3893, 20/10, E. 14526/7, 14362, 14463, 14525, 14012, 14839, 13535, 14006, 14418, 14269, 14775, 13598, 13893, 14/100.	Mch. 21	A. 1209/24.

780-781

21	Horsfield & Co.	477	E. 14600, 100..... ⁶	Mch. 21	A. 1225/S.
Mch. 21	Wm. A. New.....	100	D. 31460/1, 42001, 10552/7, 54654/5, 31462, 70742, 21074, 24177, 26035, 58003, 47686, 51411, 20609, 61264, 58515, 80724, 10747, 48252, 48361, 61958, 70986, 71180, 72612, 74574, 29777, 69315. 40 7	Mch. 21	A. 1229. Assessment paid Apr. 4, 1899.
21	Kissam, Whitney & Co.....	1,000	C. 9900, 9605. E. 12238.....	Mch. 21	A. 1230/9.
22	Wm. P. Dixon.....	300	E. 14550, 14554, 14374, 14724, 14805, 14143, 14600, 15007, 15159, 9/100. 30 20.	Mch. 21	
22	Hofmann Bros.....	300	C. 9870, 9869, D. 76036/9. 4/10, 10. 80916.	Mch. 21	A. 1240/2. Assessment paid Mar. 21, 1899.
22	Sarah H. Haskill, Laus.....	120	E. 14931/3.....	Mch. 22	A. 1243/5. Assessment paid Apr. 3, 1899.
22	E. F. Morris, Monson, Mass.....	15	E. 15059, 15040, 15026.....	Mch. 22	A. 1246. Assessment paid Mar. 22, 1899.
22	M. S. Hovey, Chicago, Ill.....	18	E. 12970, 100 shs.....	Mch. 22	C. 1283. Assessment paid Mar. 22, 1899.
22	O. A. Jillson, Providence, R. I.....	27	C. 9894, 20 shs.....	Mch. 22	C. 1284. Assessment paid Mar. 22, 1899.
22	William Wallace, Springfield, Mass.....	5	D. 65473, 10 shs.....	Mch. 22	C. 1285. Assessment paid Mar. 22, 1899.
22		2	C. 8093, 5 shs.....	Mch. 22	C. 1286. Assessment paid Mar. 22, 1899.
22		2	16 2 C. 9657, 9875.....	Mch. 22	C. 1287. Assessment paid Mar. 22, 1899.
22		2	C. 7943.....	Mch. 22	C. 1288. Assessment paid Mar. 22, 1899.
22		2	C. 7849, 5 shs.....	Mch. 22	C. 1289. Assessment paid Mar. 22, 1899.
22		2	C. 7850, 2 shs.....	Mch. 22	

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 22	D. M. Mitchell, So. Britain, Conn	100	E. 12969	Mch. 22	A. 1247. Assessment paid Mar. 22, 1899.
22	Clark, Dodge & Co.....	100	E. 12967	Mch. 22	A. 1248. Assessment paid Mar. 22, 1899.
782-783					
Mch. 22	Merch. Nat'l Bk., New Bedford, Mass....	75	C. 8477, 50 shs.....	Mch. 22	C. 1290. Assessment paid Apr. 5, 1899.
		7	C. 6743, 25 shs.....	Mch. 22	C. 1291. Assessment paid Mar. 22, 1899.
22	Wm. B. Ransdell, Warren, Mass.....	55	C. 8521, 50 shs.....	Mch. 22	C. 1292. Assessment paid Mar. 22, 1899.
			C. 8619, 5 shs.....	Mch. 22	C. 1293. Assessment paid Mar. 22, 1899.
22	Phenix Ins. Co., 47 Cedar St.....	1,000	E. 14175, 12197, 13957, 11923, 10636, 13755, 14189, D. 31356, 4376, 7882, 8756, 56617, 60854, 20919, 39569, 27217, 40472, 58898, 10935, 67694, 29805, 44213, 76594, 34026, 50900, 57959, 59144, 50710, 55318, 49852, 47563, 30713, 21637, 31427, 36061, 39074, 19446.	Mch. 22	A. 1249/58. Assessment paid Mar. 22, 1899.
22	D. S. Hubbell, Chicago, Ill.....	100	E. 12853	Mch. 22	A. 1266. Assessment paid Mar. 22, 1899.
22	J. S. Bache & Co.....	10	D. 64789	Mch. 22	C. 1294. Assessment paid Mar. 22, 1899.
22	J. Lee Judson, Rochester, N. Y.....	25	C. 9356	Mch. 22	C. 1295. Assessment paid Mar. 22, 1899.

22	22	22	20	C. 6139	Mch. 22	O. 1297. 1899.	Assessment paid Mar. 22,
784-785							
22	Chas. Minzschner	100	E. 13743	Mch. 22	A. 1240.		
22	Watson & Brown	100	E. 14520	Mch. 22	A. 1261.		
22	J. Forbes Potter	200	E. 14555/6	Mch. 22	A. 1242/3.		
22	Kingsley & Mabon						
22	James H Fay	300	E. 13656/5, 13657	Mch. 22	A(1264/6 A. Assessment paid, Apr. 5, 1899. (1367.		
22	Harvey Fisk & Sons	100	E. 15225	Mch. 22	A. 1267.		
22	Theo. Wilson	100	E. 15207	Mch. 22	A. 1268. Assessment paid Mar. 22, 1899.		
22	Cuyler, Morgan & Co.	300	E. 14381, 13954, 13977	Mch. 22	A. 1269/71.		
22	Herzog & (Glazier) Sichel	100	E. 14890	Mch. 22	A. 1272.		
22	Lloyd & Co.	100	E. 12700	Mch. 22	A. 1273. Assessment paid Mar. 29, 1899.		
22	Kohn & Co.	1,000	E. 15101/2, 13696, 14063, 13990, 14045, 13645, 13667/8, 14326. 11 11 17	Mch. 22	A. 1274/83.		
22	John H. Jacquelin	39	C. 8632, 8634, 8631	Mch. 22	C. 1298.		
22	Harriet Chase	60	C. 8079	Mch. 22	C. 1299.		
22	Laidlaw & Co.	4,000	E. 14403/4, 14217/18, 13901, 13903, 14085, 13972, 14401/2, 13945, 12553, 14114, 14166, 14460, 11476, 14050, 14492, 14353, 14633, 14759, 13870, 14428, 12215, 13630, 14350. 9	Mch. 22	A. 1284/1323.		
			10183, 14261, 15183/75, 15184. 50 50				
			C. 9122, 9569 C. 15274, 25447, 37974, 38087, 38066, 28300, 73078, 47205, 50306, 40861.				

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
786-787 1899. Mch. 22	Hemy Bros..... Lathrop & Smith..... E. C. Benedict & Co.....	200 1,000 2,500	E. 13781, 14967..... E. 14709/11, 14776/7, 14779, 14782/4, 14797. E. 13788, 14478, 13824, 14089, 13871, 14321, 14229, 14336, 14618, 14619, 13820, 14803, 14563/4, 14551/3, 14542/3, 14462/1, 21/100. D. 54296, 80309/21, 77322/1, 74516/15, 75256, 38980, 38978, 38076, 76210, 80432, 58544, 56931, 60289, 37975, 31920, 6660, 34830, 49871, 11077, 24010. C. 9821, 50..... E. 14838, 14959/58..... E. 12745, 10211..... C. 8143..... E. 14968..... E. 15241.....	Mch. 22 Mch. 22 Mch. 22	A. 1324/5. A. 1326/35. A. 1336/60.
22	P. R. de Florez.....	350		Mch. 22	C. 1300. Assessment paid Mar. 22, 1899.
	Julius S. Hawley, Troy, N. Y.....	200		Mch. 22	A. 1361/3. Assessment paid Mar. 22, 1899.
	H. Le Roy Randall, New Milford, Conn..	50		Mch. 22	A. 1364/5. Assessment paid Mar. 22, 1899.
	Knickerbocker Trust Co.....	100		Mch. 22	C. 1301. Assessment paid Mar. 22, 1899.
	Soligman & Van Antwerp.....	100		Mch. 22	A. 1366. Assessment paid Apr. 5, 1899.
				Mch. 22	A. 1368.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
790-791 1899. Mch. 22	Hy. K. McKay.....	2, 200	D. 77221, 14319, 7897, 28376, 61992, 8198, 69762, 36548, 48331, 19059, 10593, 3011, 12933, 76610, 21652, 60336, 56846, 56639, 55524, 60399, 47639, 57525 (22/10). 50 C. 9718, 9580, 9577, 9579. 50 50 9472, 9696 (280); E. 14090, 14930, 14785, 14009, 14075, 14831/30, 14806, 14815, 13716, 13966, 14078.	Mch. 22	A. 1406/27.
22	C. I. Hudson & Co.....	1, 500	12178, 13125, 13967/9, 17/100. 3 E. 14565, 13503, 14624, 14054, 14343, 14056, 6/100, D. 51240, 23710, 30427, 28957, 21318, 52349, 14890, 39934, 72255, 23054, 9869, 69028, 19174, 38818, 5432, 57319, 57890, 1129, 17773, 34061, 9903, 7926, 69985, 55653, 63546, 25486, 70965, 70714, 71959, 71209, 38445, 57927, 60496, 65285, 57067, 52888, 16977.	Mch. 22	A. 1428/42.

Mch. 22

M. C. Bouvier & Co.

1, 100

Mch. 22

A. 1443/53.

794-795

Mch. 22

John H. Jacquelin.

176

Mch. 22

A. 1454.

Assessment paid Apr. 5, 1899.

22

Geo. E. Dimock.

1, 000

Mch. 22

A. 1455/64.

Assessment paid Mar. 22, 1899.

58000, 51175, 57765, 50224, 61813, 72439, 50000, 68879, 51691, 52846, 50030, 70704, 73900, 77672, 52059, 47014, 44043, 10291, 13782, 22436, 24818, 20446, 30903, 32701, 33965, 38501, 44884, 47214, 52599, 74509, 70822, 69588, 69513, 69497, 74573, 75937, 33747, 32815, 31899, 73536, 41692, 25721, 17579, 36143, 9969, 18844, 71133, 15060, 72327, 8710; C. 9756, 30 shs.	E. 14586, 14804, 13949, 14199, 14152, 14976, 12229. 7/100.	D. 1327, 4040, 9862, 10632, 27101, 27145, 27702, 33161, 62333, 43465, 39100, 75096, 37518, 38489, 39357, 42421, 15027, 6711, 42089, 67597, D. 59724, 30310, 45423, 24542, 71547, 27098, 75939, 78369, 51982, 80634, 3021, 67904, 40377, 1792, 1977, 42809, 38069, 28648, 14615, 38592, 40/10. 50 25 7	C. 9904, C. 9905, 9895.....	C. 9238, D. 80589, 80736/5..... D. 28311, 51473, 65719..... 39736, 66167, 80737, 9/10..... E. 14121, 14241, 13852, 13608, 13044, 14866, 14120, 13917, 13669, 13670.
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4

(100). A. 1454. Assessment paid Apr. 5, 1899.
(50). C. 1307.
(25). C. 1308.
(1). C. 1309.

798-799

Mch. 22

Harvey Fisk & Sons.....

1, 683

C. 9742.....
 D. 61994, 59907, 36320, 64769,
 30023, 28643, 35402, 30024/5.

A. 1483/98.
 C. 1314. Cancelled, split up.

22

Muller, Schall & Co.....

165

E. 14335, 14162, 14021, 14177...
 12015, 14159, 14344/6, 14226,
 13858, 13738, 12/100.
 D. 2746, 6620, 9965, 20386,
 22682, 56169, 56669, 58841,
 59475, 69464, 59220/1, 53319,
 37981, 59222, 59067.
 16/10

(100). A. 1499. Assessment paid
 Apr. 5, 1899.
 (50). C. 1315. Assessment paid Apr.
 5, 1899.
 (15). C. 1316. Assessment paid Apr.
 5, 1899.
 A. 1500/10.

22
800-801

Kean van Cortland & Co.....

1, 100

C. 8470, 5 shs.
 E. 14299, 12769, 14454, 12228,
 14533, 14604, 14603, 14532,
 14411, 13780, 14421.

Mch. 22

W. B. B. Ingals.....

1, 400

E. 12879/80, 13142, 13352/5....
 13141, 12875/6, 13356/9.

A. 1511/24. Assessment paid Mch.
 29/99.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 22	R. H. Thomas & Co.....	100	D. 29119, 27047, 24404, 42736, 35603, 37290, 39949, 40474, 41966, 33283.	.....	A. 1525.
22	F. M. Lockwood & Co.....	200	E. 14294, D. 52511, 41677, 35906, 27314, 10227, 24158, 6188, 13790, 71937, 33479.	.....	A. 1526/7. Assessment paid Mar. 22, 1899.
22	Strong, Sturgis & Co.....	1, 210	D. 71407, 54012, 46758, 32200, 76571, 75100, 57523, 50812, 4467, 1785, 28598, E. 14160, 14049, 13590, 12309, 14060, 14191, 13862, 14442, 14735, 14799, 14800.	.....	A. 1528/39. Assessment paid Apr. 3, 1899. C. 1317. Assessment paid Mar. 24, 1899.
22	Knickerbocker Trust Co.....	600	E. 15106/11.....	.....	A. 1540/5. Assessment paid Apr. 5, 1899.
22	W. K. Clare & Sons.....	1, 100	E. 14850/49, 13901, 14002, 14325, 14222, 14382, 12244, 12164, 14903/2.	.....	A. 1546/55. Assessment paid Apr. 4/5, 1899.
22	Dick Bros. & Co.....	100	E. 14792.....	.....	A. 1557.
802-803					
Mch. 22	Nat'l Bk. of Commerce, New London....	15	C. 8044/6, 3/5.....	.....	3/5 C. 1318/20. Assessment paid Mar. 22, 1899.
22	F. J. Lovatt.....	18, 000	E. 14083, 14333, 14022..... 4 15196/9, 14181, 14717, 14719, 12066, 18698, 11018, 14682, 14677, 18477.	.....	C. 1321/2.

14376, 14376/4, 14384/8, 13708, 14383, 13661, 14315, 13629, 13960, 13907, 14071, 14216, 13723, 13641, 14019, 13631, 13687, 14466, 13947, 13744, 13412, 14415, 14300, 13894, 14762/4, 12218, 14015, 13944, 14443, 12353, 14447, 14298, 14069, 13069.	5
14635/6, 14650, 14645/9.	5
14651/52, 14661/3, 14637.	3
14031, 15080/3, 15085/8, 13983, 14659, 14242, 14672, 13908, 14042, 14244/3, 12160, 13501, 10857, 11607, 13872, 13883, 13611, 13903, 13847, 13752, 13866, 13849, 13512, 13851, 13714, 13659, 13819, 13899, 13324, 14080, 13618, 12127, 14585, 10022, 14386, 10849, 14522, 13365, 12266, 13697, 13642, 119/100.	4
11, 900	3
E. 14772, 14778, 14761, 15201/2, 15112, 15160.	3
14991/3, 12831, 13500, 13221, 14228, 12177, 13603, 13517, 13220, 14020, 13502, 14265, 14272, 14464, 14193, 14474, 14446, 14253, 13809, 11711, 14966, 30/100.	3

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.
1899. Mch.	F. J. Lovatt (continued).....	3, 000	D. 68872, 55533, 49860, 33288, 44923, 70952, 37863, 71344, 51680, 62945, 1890, 61522, 70915, 2125, 71173, 10525, 36605, 5398, 23424, 50929, 21567, 65879, 67439, 25138, 3048, 8604, 80427, 57634, 22469, 50426, 45252, 44868, 42643, 73585, 28326, 32922, 37914, 18268, 18176, 11618, 40920, 416, 72275, 45117, 35100, 43528, 65133, 72050. D. 51579, 42142, 33802, 34242, 12003, 69403, 26062, 44838, 32712, 59142, 57549, 60588, 55610, 60785, 59003, 58904, 58495, 57180, 57024, 61961, 51739, 22462, 43992, 42208, 49048, 72054, 75264, 47389, 43987, 47488, 24114, 31951, 4968, 59466, 62089, 71991, 44160, 57453, 54083, 57452, 29915, 80614, 4038, 36306, 37757, 62434, 51066, 46983, 54000, 32326, 54225, 56896. 100/10. 19661, 50029, 28590, 137507, 74077, 75678, 77480, 53337, 30408, 30415, 30726, 30408, 30415, 30726, 30726.	
806-807		1, 000		

71178, 48111, 18878, 51930, 59109, 54622, 80170/5, 26749, 26273, 20057, 9507, 8622, 7243, 45738, 45280, 45118, D. 43646, 10889, 10876, 30414, 49537, 50447, 55522, 71204, 23619, 69690, 51687, 70287, 62553, 72626, 41423, 62547, 72131, 37634, 41443, 41442, 49036, 23101, 11097, 8	80177/84, 80176, 26661, 42198, 47201, 8981, 51682, 52406, 13985, 14855, 15004, 28556, 29954, 31847, 45675, 53135, 70080, 71362, 33796, 46534, 56549, 12681, 10737, 29288, 69391, 9491, 66140, 23567, 6963, 3819, 34704, 49004, 42641, 5580, 15329, 57537, 34740, 80230, 5559, 9411, 40111, 65876, 57177, 39967, 39902, 38931, 44268, 49319, 6407, 50119, 61433, 80441, 25998, 59446, 50971, 68786, 45955, 22137, 7866, 39207/6, 2610, 11648, 55307, 35322, 42202.	D. 8248, 34330, 17371, 50783, 12069, 37327, 3128, 2778, 23949, 22998, 21292, 58318, 61644, 28599, 29798, 148/10, 90 60 70 50 C. 9691, 9701, 7926, 9627. 40 80 25 25 6599, 9751, 9779, 9781. 50 50 50 30
1,480		620

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 23	Wm. Russell & Co.	200	E. 14877/8.	.....	A. 1558/9.
23	Nat'l B'k of Walden.	5	C. 9338.	.....	C. 1323.
23	Merch. Nat'l B'k, New Bedford, Mass.	10	D. 65454.	.....	C. 1324. Assessment paid Mar. 23, 1899.
23	F. P. Freeman & Co.	200	E. 15220/1.	.....	A. 1560/1.
23	De Haven & Townsend.	300	E. 14610/11, 14756.	.....	A. 1562/4.
23	Kohn & Co.	400	E. 14944, 14928/7, 14469.	.....	A. 1565/8.
23	First Nat'l B'k, Poughkeepsie, N. Y.	10	D. 65455.	.....	C. 1325. Assessment paid Mar. 23, 1899.
23	Brown, Bruns & Co.	300	E. 14842, 11914, 11020.	.....	A. 1569/71.
23	(Agr) Hiram L. Rockwell, Oneida, N. Y.	3	C. 9491.	.....	C. 1326. Assessment paid, Mar. 23, 1899.
23	Geo. D. Moulson.	10	D. 26810.	.....	C. 1327. Assessment paid, Mar. 23, 1899.
23	Knauth, N. & K.	100	2 48 40 10 C. 8301, 9896, 9901, 80636. 15 15 10	.....	A. 1572.
23	Vermilye & Co.	63	C. 9153, 9154, D. 33609. 10 5 8 65511, C. 8142, 7395.	.....	C. 1328.
23	J. F. Greenough.	110	E. 11766 100.	.....	A. 1573. Assessment paid Mar. 23, 1899.
			D. 77668 10.	.....	C. 1329. Assessment paid Mar. 23, 1899.
812-813					
Mch. 23	L. M. Fulton.	100	E. 13350.	.....	A. 1574. Assessment paid Apr. 3, 1899.

23	Henry Bros.....	100	E. 15139..... 50	A. 1576.
23	J. H. Grissel & Co.....	150	O. 9877, 8052, 8056..... 10	A. 1576. 1899. Assessment paid Mar. 23, 1899. Assessment paid Mar. 23, 1899.
23	C. T. Ausler.....	3	C. 8303.....	C. 1331. 1899.
23	Schuyler Quakenbush.....	200	E. 14536/7.....	C. 1332.
23	Hy. Clews & Co.....	50	C. 9697..... 6	A. 1577/8. Assessment paid Mar. 23, 1899.
23	Henry Allen & Co.....	11	C. 8380, 6912.....	C. 1334.
23	Jas. B. Colgate & Co.....	300	E. 12060, 14384, 14769.....	A. 1579/81.
23	Jessup & Lamont.....	900	E. 15187/95.....	A. 1582/90. 1899.
23	Chase Natl. Bk.....	2,000	E. 12348, 12150, 12323, 14207, 3 12039, 15135/3, 14953, 14768, 15205/6, 15208, 15210, 14589/8, 14519, 14631, 15218, 14924. D. 62544, 51585, 62403..... 35047, 51601..... E. 13377/9.....	A. 1591/1610. Assessment paid Mar. 23, 1899.
23	Kuhn, Loeb & Co.....	50		(25) C. 1335. (25) C. 1336.
23	Farmers Loan & Tr. Co.....	300		A. 1611/13. Assessment paid Mar. 23, 1899.
23	Bell & Co.....	300	E. 13708, 12305, 14679.....	A. 1614/16.
23	Ulman Bros.....	400	E. 14328/9, 14307/8.....	A. 1617/20.
23	F. W. Savin & Co.....	100	E. 14358.....	A. 1621.
814-815				
Mch. 23	Francis L. del Valle.....	300	E. 13530/29, 13592.....	A. 1622/4.
	Chas. E. Edey & Son.....	200	E. 15079, 15073.....	A. 1625/6.
	Donald Gordon & Co.....	600	E. 14352, 14372, 12129..... 50 14593, C. 8342. 3 D. 33653/5, 40454, 39367, 67398, 44793, 66740, 25749, 25568, 24033, 15940, 59019, 54513, 56582.	A. 1627/32.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mar. 23	Webb & Prall.....	200	D. 53952, 66305, 6863, 12852, 52759, 10520, 29291, 70265, 51882, 34454, E. 14718.	.....	A. 1633/4.
23	Flower & Co.....	900	E. 12633, 14023, 13376, 13987, 14044, 13877, 12236, 14848, 14116.	.....	A. 1635/43.
23	J. & W. Seligman & Co.....	400	E. 13775, 15149, 13904, 14721.	.....	A. 1644/7.
23	John Wallace & Co.....	1, 500	E. 12671, 14395, 14601, 13869, 14787, 14236. ⁵ ⁴	.....	A. 1648/62.
	W. D. Barbour & Co.....	200	14699/703, 15119/22. E. 13935, 14795.....	.....	A. 1663/4. Assessment paid Apr. 4, 1899.
	C. I. Hudson & Co.....	300	E. 14311, 14445, 13375.....	.....	A. 1665/7.
	Wittmore & Co.....	100	E. 15017.....	.....	A. 1668. Assessment paid Apr. 5, 1899.
816-817					
Mch. 23	Fahnestock & Co.....	200	E. 15284, 14092.....	.....	A. 1669/70.
23	Popper & Stern.....	600	D. 59483, 59476, 58560, 58474, 56864, 54640, 54168, 62301, 52149, 33563. E. 15041, 13895, 14198, 14867, 15286.	.....	A. 1671/6.
23	Ruseak Bros.....	400	D. 57415, 52604, 28924, 10785, 7610, 6289, 5979, 49305, 31250, 49906, 34744, 3743, 5663, 61261, 59903, 25961, 69446, 36993, 57404.	.....	A. 1677/80.

23	M. C. Bouvier & Co.....	500	35003, 48005, 33232, 5736, 70708, 29703, 20309, 38370, 70828, 61640, 70821. E. 14052, 14250. 50 25 50 C. 9760, 9775, 8162, 9571. 50 50 9457, 9735, D. 35982, 37895/6, 37898, 31393. E. 13516.....	A. 1681/5. A. 1686. Assessment paid Apr. 5, 1899. A. 1687. Assessment paid Apr. 4, 1899. A. 1688/92. Assessment paid Mar. 23, 1899. C. 1337. Assessment paid Mar. 23, 1899. C. 1338. C. 1339. C. 1340. (100) A. 1693. (70) C. 1341. Split up. A. 1694. A. 1695. A. 1696. C. 1342. A. 1697. Assessment paid Mar. 23, 1899. A. 1698. Assessment paid Apr. 4, 1899. A. 1699. Assessment paid Mar. 23, 1899. A. 1700.
818-819				
Mch. 23	Keep & Keen.....	100	E. 15002.....	A. 1687. Assessment paid Apr. 4, 1899.
23	Chas. W. Cox.....	500	E. 14887/5, 14888, 14881.....	A. 1688/92. Assessment paid Mar. 23, 1899.
23	J. S. Bache & Co.....	40	D. 28907, 29785, 17713, 23129. 45 C. 9827.....	C. 1337. Assessment paid Mar. 23, 1899.
23	Imptrs & Traders Natl Bk.....	45	C. 9827.....	C. 1338.
23	Sarah W. Collins.....	5	C. 9886.....	C. 1339.
23	Probst, Wetzlar & Co.....	25 170	C. 7538..... D. 36966, 13205, 2/10..... E. 14929 (100), C. 9732 (50).....	C. 1340. (100) A. 1693. (70) C. 1341. Split up.
23	H. B. Hollins & Co.....	100	E. 13846.....	A. 1694.
	G. B. Hopkins.....	100	E. 14476.....	A. 1695.
	Adams & Kellogg.....	100	E. 14541.....	A. 1696.
	I. & S. Wormser.....	10	D. 59243.....	C. 1342.
	Boody, McLellan & Co.....	100	E. 14813.....	A. 1697. Assessment paid Mar. 23, 1899.
	E. L. Oppenheimer & Co.....	100	E. 14722.....	A. 1698. Assessment paid Apr. 4, 1899.
	R. Chambers & Co.....	100	E. 15045.....	A. 1699. Assessment paid Mar. 23, 1899.
	Flower & Co.....	100	E. 14683.....	A. 1700.

822-823	Harris & Fuller.....	50	C. 9549..... 30 30 C. 6915, 8252.	C. 1364.
	J. L. Terhune.....	60	C. 6915, 8252.	C. 1349, Assessment paid Apr. 5, 1899.
	Cyrus J. Lawrence & Sons.....	50	C. 9800.....	C. 1350.
Mch. 23	McIntyre & Wardwell.....	3, 650	E. 15167, 13933, 15165, 14013, 14973/2, 13991, 14841, 15174/3, 15171, 15169/8, 14051, 13994, 14581/80, 14314. 50 50 50 50 C. 9267, 9268, 9269, 9270. 50 50 9473, 9460. 3 E. 14306, 15172, 14560/2, E. 12677, 14088, 15166, 14016, 13863, 14084, 14231. 50 C. 9608, D. 72296, 71952, 69578, 69356, 14536, 55986, 8823, 59400, 53587/8, 56796, 50940, 21181, 29335, 50939, 53561, 34870, 45113, 50705, 47677, 51137, 49320, 76671. 50 62109, 34277, C. 9771. 25 D. 60247, 80650, C. 9759..... 5 25 9697, 8078.	36/100, A. 1719/54. 50 C. 1351.
23	John H. Jacquelin & Co.....	75	.....	(50) C. 1352. (25) C. 1353.

826-827	Adel & Co.....	C. 9833, D. 99516/17, D. 70344, 10213, 68570.	A. 1370. Amount paid Apr. 4, 1885.
Mch. 23	W. S. Lawson & Co.....	E. 12554, 13923, 14688, 14315/16, 14615.	A. 1771/6.
	Townsend & Shera.....	C. 9836.....	C. 1359.
9, 200	Van Emburgh & Atterburg.....	E. 13509, 14844, 14295, 13879, 14132, 13805, 14493, 14366, 14457, 14370, 14364, 12354. E. 14184, 12185, 13848, 13725, 13798, 14247, 14246, 14064, 13984, 14156, 13810, 13364, 13811, 10598, 13750, 14036, 14473, 13823, 13832, 13698, 13172, 13171, 12848, 14230, 13773, 14691, 11707, 14582/3, 14491, 14028, 13867, 14213, 12153/2, 12180/79, 14068, 14035, 14130, 14694, 13748, 14225, 11714, 14458, 13695, 13898, 13880, 14653, 14960, 14194, 12198, 13699, 14171, 12227, 15146/5, 14613, 14612, 14468, 15217, 14467, 14179, 14845, 13920, 14566, 13984, 14365, 13918, 14472, 12278, 14310/9, 15144, 14590, 14594, 13747, 14451. 60 C. 8158, D. 72141.	A. 1777/1868.
828-829		D. 52803, 38097, 90626. g 75688, 75689/97.	

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 23	A. M. Kidder & Co.....	4, 225	²⁵ C. 7773, D. 80715, 21961..... ³ 21325, 16059, 13575/3..... ⁷⁰ 13602 7305, 1700, C. 9823, D. 34949, 44545, 80728, E. 14327, 15008/9, 14347, 11715, 15219, 14983, 14373, 13927, 13751, 14220, 14962, 13815, 14911, 14811, 15016, 14760, 13835, 11966, 13316, 12067, 13475, 13481, 13601, 15008, 15209, 15099, 15037, 15060, 14986/7, 14082, 13737, 14363, 14573, 13816, 14883, 10370, 14990, 14961. E. 12315, 14574, 15038/9..... ³ 14405, 15138, 15055/7. 14008, 14637/8, 14641/3, 13680, 14457, 14081. C. 9264..... E. 13683.....	.....	A. 1869/1910. Assessment paid Apr. 4, 1899. C. 1360. Assessment paid Apr. 4, 1899.
23	E. C. Benedict & Co.....	1, 800		.....	A. 1911/28.
23	Seventh Nat'l Bk..... Wells, Harrick & Hicks.....	50 100		.....	C. 1361. Assessment paid Mar. 27, 1899. A. 1929. Assessment paid Apr. 5, 1899.

850-831 Mch. 23	J. S. Bache & Co.....	600	E. 13774, 16010/13, D. 71397, 70210, 62051, 20792, 16232. 40 42868, C. 9772. E. 13878, 13504, 14027, 12351, 14814, 14859, 14622, 14317, 14154, 14528. 4 14407/10, 14571, 14579. 15 10 C. 7685, D. 37882.	.....	A. 1930/5.
	H. B. Hollins & Co.....	1, 625	E. 14977, 14757, 14910/09, 14889, 14945, 13794, 13717, 14591, 14521, 14770. 5 14891/5, 14342, 14059, 13445, D. 77719, 78098, 9702, 9915, 35068, 42453, 49881, 50684. 20 5 50833, 48650, C. 9906, 9907, D. 21383, 26388, 41908, 70335, 27473, 44212, 6411, 70762. 4	.....	(16/100) A. 1936/51. (25) C. 1362.
	Hallgarten & Co.....	2, 105	E. 14667, 14455/6, 13962/5, 10851, 14605. C. 9891..... C. 8616..... C. 9828.....	.....	(21/100) A. 1952/72. (5) C. 1363. Assessment paid Apr. 3, 1899.
23	Telghman, Rowland & Co.....	900	D. 5213, 49967, 31243, 30215/14, 39111, 23346, 57049, 21750, 63692, E. 13926, 14840, 13960, 13911, 13673, 14139.	.....	A. 1973/81. C. 1365. C. 1366. C. 1367.
832-833					
Mch. 23	Clark, Dodge & Co.....	700		.....	A. 1982/88.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.
1899. Mch. 23	Hallgarten & Co.....	100	D. 16661, 32535, 6529, 19970, 36008, 29188, 26911, 24986, 13514, 69365.	A. 1989.
23	Sutro Bros. & Co.....	600	E. 14706/7, 14906, 15105, 14393, 14141.	A. 1990/5.
	Clark, Dodge & Co.....	1,500	E. 14677/8, 12618, 14847, 13958, 13993, 13843, 13726, 15229, 12364, 14602, 14934/6, 12981. 40 50	A. 1996/2010.
	Whitehouse & Co.....	200	C. 6403, 9859..... E. 14465, 15001..... 25 10 15	A. 2011/12. C. 1368.
	Robt. Goodbody & Co.....	160	C. 9850, 9839, 9820..... D. 42012, E. 11918.....	(100) A. 2013. (50) C. 1369. (10) C. 1370.
	Halle & Stieglitz.....	1,025	E. 14206, 13856, 15674, 5 15071, 15118/14, 15113..... 20 5 C. 9615, 9053.	A. 2014/23. C. 1371.
834-835	F. P. Freeman & Co.....	700	E. 14377/9, 14332, 15222/3, 11615.	A. 2024/30.
Mch. 23	White & Blackwell.....	700	E. 14737, 13421, 13415..... 50 13411, 13413/14, C. 9844.	(6/100) A. 2031/6. (2/50) C. 1372/3.

Verulmye & Co.	1,539	E. 14004, 14014, 13844, 13784, 14338, 13648, 14086, 14116, 14394. 20 30 4 C. 6337, 6456, C. 9870. D. 66163/4, 30862, 65604. 15 E. 13620/1, 13623, C. 7049. 42 D. 28197, C. 8375, D. 62622. 5 65473, C. 8139, E. 13622. 50 C. 9462. E. 15298/88. D. 34108, 39153, 9828, 4026, 28282, 46765, 35750, 26830, 24150, 7232. 50 C. 9740, E. 14727, 14680, D. 47266, 70771, 72087, 37212, 37673, 22485, 26350, 33800, 35839, 36656. 50 E. 14063, C. 9842. E. 14292/3, 14057/8, 14140. 15 C. 9809.....	A. 2038/92. C. 1374.
Chas. Minzesheimer & Co.	1,100		A. 2053/63.
A. R. Pick & Co.	100		A. 2064.
Post & Flagg	500		A. 2065/9.
F. M. Lockwood	500		A. 2070/4. Assessment paid Mar. 23, 1899.
C. D. (Wadsworth) Wainwright	15		C. 1375. Assessment paid Mar. 23, 1899.
Martin & Co.	100		A. 2075. Assessment paid Mar. 23, 1899.
Nat'l City Bk.	100		A. 2076. Assessment paid Mar. 23, 1899.
Toler & Halley	23		

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 23	Hendricks Bros.....	10	D. 15976.....	.....	C. 1376. Assessment paid Mar. 23, 1899.
23	(De) Haven & Stout.....	500	E. 14970, 14969, 11021..... 50 50 14348, C. 9700, 9694. 75 12	.....	A. 2077/81. Assessment paid Mar. 23, 1899.
23	Kendal & Whitloch.....	500	C. 8513, D. 80721, C. 8272..... 3 9761, E. 14288, 15068, 15065, 14964.	.....	A. 2082/6. Assessment paid Mar. 23, 1899.
23	F. M. Lockwood & Co.....	500	D. 60825, 38442, 67587, 15313, 71925, 80638. 40 4 C. 9680, E. 15078/75. 15 5	.....	A. 2087/91. Assessment paid Mar. 23, 1899.
	.....do.....	400	C. 9624, 8197, D. 21107..... 50 23067, 24794, C. 9503, E. 13137, 13884, 12347. 80 E. 14431, 14312, C. 8795.....	.....	A. 2092/5. Assessment paid Mar. 23, 1899.
	Price, McCormick & Co.....	550	D. 36098, 35186, C. 8533..... 40 D. 86375, 86237, C. 9761.	.....	(500) A. 2096/2100. Assessment paid Mar. 23, 1899. (50) C. 1377. Assessment paid Mar. 23, 1899.

Mch. 23	24	Thos. H. Hubbard.....	1, 935	D. 35033, 72060, 2488, 39283. 54299, 27049, C. 9818. 19 35	1,900 A. 2101/19. Assessment paid Mar. 23, 1899; 35 C. 1378. C. 1379. Assessment paid Apr. 3, 1899.
Mch. 24	24	Prince & Whitely.....	10	D. 65567..... 10 22 20 D. 28835, C. 6619, 8081..... D. 62574, 37313, 16560, 53517, 52849/8, 52679, 44164, 55531, 80704. D. 35988, 77669, 21774..... 3 15 C. 8381, 8058, 9829..... E. 12154, 14712. C. 6260.....	C. 1380. A. 2120. A. 2121/2. C. 1381. C. 1382. Assessment paid Mar. 24, 1899. C. 1383. A. 2123. A. 2124/7.
Mch. 24	24	Pearmain & Brooks, Boston.....	250	C. 6075..... E. 12595..... D. 59233/1, 53420, 59108. 4 63565/68, 70701, 61295, 59253, 45541, 43607, 41823, 39405, 31909, 28780, 28080, 22468, E. 12360, 13925. E. 14851.....	A. 2128.
Mch. 24	24	Lee, Livingston & Co.....	100	C. 6075..... E. 12595..... D. 59233/1, 53420, 59108. 4 63565/68, 70701, 61295, 59253, 45541, 43607, 41823, 39405, 31909, 28780, 28080, 22468, E. 12360, 13925. E. 14851.....	A. 2128.
Mch. 24	24	Oneida County Savings Bank..... John H. Dorn, New Haven..... Sternberger, Fuld & Sinn.....	17 100 400	D. 43026, 18851, 22437, 19121, 18527, E. 14394. D. 80734..... E. 14074.....	A. 2129. Assessment paid Apr. 5, 1899. C. 1384. Assessment paid Apr. 5, 1899. C. 1385. Assessment paid Mch. 29, 1899. A. 2130. Assessment paid Jul. 31, 1899.
Mch. 24	24	Merchants Nat'l B'k, New Bedford, Mass.....	20	D. 43026, 18851, 22437, 19121, 18527, E. 14394. D. 80734..... E. 14074.....	A. 2129. Assessment paid Apr. 5, 1899. C. 1384. Assessment paid Apr. 5, 1899. C. 1385. Assessment paid Mch. 29, 1899. A. 2130. Assessment paid Jul. 31, 1899.
Mch. 24	24	First Nat'l Bank.....	10	D. 80734..... E. 14074.....	A. 2129. Assessment paid Apr. 5, 1899. C. 1384. Assessment paid Apr. 5, 1899. C. 1385. Assessment paid Mch. 29, 1899. A. 2130. Assessment paid Jul. 31, 1899.
Mch. 24	24	Thompson & Mair.....	100	D. 80734..... E. 14074.....	A. 2129. Assessment paid Apr. 5, 1899. C. 1384. Assessment paid Apr. 5, 1899. C. 1385. Assessment paid Mch. 29, 1899. A. 2130. Assessment paid Jul. 31, 1899.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899.—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 24	John H. Jacquelin & Co.....	20	C. 8018.....	.....	C. 1386.
24	Pyachon Nat'l Bank, Springfield, Mass....	3	8569.....	.....	C. 1387. Assessment paid Mar. 24, 1899.
		3	7354.....	.....	C. 1388. Assessment paid Mar. 24, 1899.
24	Lawrence H. Parker, Dorchester, Mass....	10	D. 66197.....	.....	C. 1389.
24	H. L. Collins & Co., Collinville, Conn....	5	C. 8613.....	.....	C. 1390. Assessment paid Mar. 24, 1899.
		20	C. 8356.....	.....	C. 1412. Assessment paid Mar. 24, 1899.
24	Dwight W. Tuttle, New Haven, Conn....	30	^{2/5} C. 8040/1, D. 29783, 29013.....	.....	C. 1392/4.
24	Catherine J. Beebe.....	12	C. 7925.....	.....	C. 1395. Assessment paid Mar. 24, 1899.
24	Springfield Nat'l Bk, Spg'd, Mass.....	35	10 25 D. 78355, C. 7209.....	.....	C. 1396. Assessment paid Mar. 24, 1899.
24	Merchants Nat'l B'k, Burlington, Vt.....	15	C. 8555.....	.....	C. 1397. Assessment paid Mar. 24, 1899.
24	Sutro Bros. & Co.....	1, 300	E. 14053, 12128, 14221, 15228/7, 14860/1, 14674, 13882, 13888/9, 11/100. D. 34119, 6140, 3346, 22996, 10121/2, 13601, 36769, 43555, 43852, 25649, 25254, 68513/12, 68506/5, 63087, 45744, 32700, 74198.	.....	A. 2131/43.
24	Baring, Magoun & Co.....	45	C. 9902.....	.....	C. 1398.
	Cuyler, Morgan & Co.....	10	D. 67600.....	.....	C. 1399. Assessment paid Apr. 8, 1899.

24	W. F. Mullins, pres. Chapin Natl. Bk., Spfld., Mass. Nat'l Bank, Pokepsie, N. Y.	10	D. 60438. C. 7916. C. 7883. C. 8705. 86 14 C. 8297, 8395.	..... ..... ..... ..... ..... .....	C. 1400. 1899. C. 1401. C. 1402. C. 1403.	Assessment paid Mar. 24,
24	P. B. Pumyea, Allentown, N. J.	100	C. 8297, 8395.	.....	A. 2144. 1899.	Assessment paid Mar. 24,
24	Fredk. A. Ballard, New Berlin, N. Y.	10	D. 76261.	.....	C. 1404. 1899.	Assessment paid Mar. 24,
24	Ellingwood & Cunningham.	50	C. 9798.	.....	C. 1405. 1899.	Assessment paid Mar. 24,
24	Williston, Barnes & Co.	100	D. 24090, 24422, 7909, 17183, 13690, 37532, 47592, 6072, 69029, 71366.	.....	A. 2145.	Assessment paid Mar. 24,
24	McIntyre & Wardwell.	850	E. 14908, 14096, 14801, 14341, 15170, 11706, 14793, 14664. D. 41294, 80723, 39020, 16352, 80644.	.....	A. 2146/53.	Assessment paid Mar. 24,
25	Speyer & Co.	1, 396	E. 15129/32, 15103/4, 15123/28, D. 8505, 1766, 80720. 3 32671/3, 43861/2, 43139/41, 40376, 29594, 30554, 36482, 33521. 38 C. 9761. 20	..... ..... ..... ..... ..... .....	C. 1406. (50). C. 1407. (48). C. 1408. (1300). A. 2154/66.	Assessment paid Mar. 24,
25	Farmers Nat'l Bk., Hudson, N. Y.	50	C. 8402, D. 66170, 66457, 28203.	.....	(20). C. 1409. Assessment paid Mar. 25, 1899. (30). C. 1410. Assessment paid Mar. 25, 1899.	Assessment paid Mar. 25,
25	Merch. Natl. Bank, Pokepsie, N. Y.	88	C. 9028, 8107.	.....	C. 1411. 1899.	Assessment paid Mar. 25,
	Hatch & Foote.	2	C. 7765.	.....	C. 1413. 1899.	Assessment paid Apr. 3,

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
844-845					
1899.					
Mch. 25	Geo. Crouch.....	50	C. 8313.....		C. 1414. Assessment paid Mar. 25, 1899.
27	Herzfeld & Co.....	20	D. 80488, 58444.....		C. 1417/18.
27	Chas. Head & Co.....	50	C. 8660.....		C. 1421.
27	Kissam, Whitney & Co.....	100	E. 12702.....		A. 2167. Assessment paid Apr. 5, 1899.
27	L. von Hoffman & Co.....	100	E. 14587.....		A. 2168.
28	C. D. Leverich & Co.....	29	C. 8100.....		C. 1422.
28	Andrew G. Pierce, trustee, New Bedford, Mass.	10	D. 68294.....		C. 1423. Assessment paid Mar. 28, 1899.
28	Fred H. Perry.....	200	E. 14905/4, Feb. 24/99. 6 5		A. 2169/70.
28	Thos. B. Williams.....	11	C. 8367, C. 7356.....		C. 1424/5.
28	Park Bank.....	15	C. 9911, Mch. 24/99.....		C. 1426. Assessment paid Apr. 3, 1899.
28	Baring, Magoun & Co.....	8	C. 8564.....		C. 1427. Assessment paid Mar. 28, 1899.
29	Rosamund L. Eccles, Atlantic, Mass.....	11	6 5 C. 8553, 8554.....		C. 1430. Assessment paid Mar. 29, 1899.
29	W. F. Stafford.....	200	E. 12689/90.....		A. 2171/2. Assessment paid Mar. 29, 1899.
29	R. L. Day & Co.....	5	C. 9004, Dec. 30/92.....		C. 1431. Assessment paid Mar. 29, 1899.

29	Edward Sweet & Co.	120	¹⁸⁹⁰ C. 9259, E. 13437.			A. 2173. 1899. Assessment paid Apr. 12, 1899. C. 1432. Assessment paid Apr. 12, 1899.
30	Otis C. White, Worcester, Mass.	70	50 C. 9708, D. 80639, C. 9709/10.	10 2/5		C. 1433. Assessment paid Apr. 3, 1899. C. 1434. Assessment paid Mar. 30, 1899. C. 1435. Assessment paid Mar. 30, 1899.
30	Worcester Safe Dep. & Tr. Co., Worcester.	10	D. 66252.			A. 2174. Assessment paid Mar. 30, 1899. C. 1436. Assessment paid Mar. 31, 1899. C. 1437. Assessment paid Mar. 31, 1899.
30	Austin N. Russell.	5	C. 8066.			C. 1438. Assessment paid Apr. 1, 1899. C. 1439. Assessment paid Mar. 31, 1899. C. 1440. Assessment paid Apr. 4, 1899. C. 1441. Assessment paid Apr. 1, 1899. C. 1442. Assessment paid Apr. 1, 1899. C. 1443. Assessment paid Apr. 12, 1899. C. 1444. Assessment paid Apr. 1, 1899. A. 2177. Assessment paid Apr. 1, 1899. A. 2178. Assessment paid Apr. 1, 1899.
30	H. B. Hollins & Co.	100	E. 13757.			
30	F. St. Goar.	100	E. 13605.			
30	Sutro Bros.	50	C. 7613.			
31	F. Everett, Morris ranch, p. o., Gillespie, Co., Texas.	10	D. 36352.			
31	Mrs. Angeline C. Vandegrift, Port Penn, Delaware.	20	17 C. 8111, C. 6385.	3		
31	J. S. Bache & Co.	50	C. 8194, Aug. 22/89.			
31	Fallkill National Bank, Po'keepsie, N. Y.	30	C. 8049, July 2/92.			
31	Willets & Co.	7	C. 7817.			
Apr. 1	Worcester Safe Dep. & Trust Co., Worcester, Mass.	139	E. 12776, 100.			
1	Edward Sweet & Co.	10	C. 8084, 39.			
1	Strong, Sturgis & Co.	10	D. 65332.			
1	Edw. P. Loomis.	100	D. 66138.			
1	Henry Roberts Estate, Utica, N. Y.	100	E. 12599.			
1		100	E. 12793.			

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mch. 3	City Nat'l Bank, Springfield, Mass.....	15	C. 8007.....		C. 1446. Assessment paid Apr. 3, 1899.
3	Hale & Co., 53 State St., Boston.....	100	90 10 C. 9737, D. 16247.....		A. 2179.
3	Baring, Magoun & Co.....	2	C. 7909.....		C. 1446.
4	C. H. Cummings, Sacramento, Cal.....	10	C. 8802.....		C. 1446. Assessment paid Apr. 4, 1899.
4	Duncannon Nat'l Bank, Duncannon, Pa.....	10	D. 64958.....		C. 1449. Assessment paid Apr. 4, 1899.
		7	4 3 C. 6473, 8256.....		C. 1450. Assessment paid Apr. 4, 1899.
		3	C. 8258.....		C. 1451. Assessment paid Apr. 4, 1899.
		6	2 4 C. 6393, 6564.....		C. 1452. Assessment paid Apr. 4, 1899.
		20	C. 6478.....		C. 1447. Assessment paid Apr. 4, 1899.
		5	C. 6470.....		C. 1453. Assessment paid Apr. 4, 1899.
		11	3 8 C. 6745, 8461.....		C. 1454. Assessment paid Apr. 4, 1899.
4	John H. Davis & Co.....	10	D. 67899.....		C. 1455.
848-849 Apr. 4	Morse B. Banks.....	16	4 11 C. 9371, 8231.....		C. 1459.

No.	Name	Assessment paid	Apr.
1	Wilbur F. Herbert.	C. 1467.	Apr. 4.
2	Chapin Nat'l B'k Spg'd, Mass.	C. 1468.	Apr. 5.
3	Baring, Magoun & Co.	C. 1469.	Apr. 6.
4	Stephen T. Willets.	C. 1470.	Apr. 7.
5	New London City Nat'l B'k, New London, Conn.	C. 1471.	Apr. 8.
6	A. M. Kidder & Co.	C. 1472.	Apr. 9.
7	Baring, Magoun & Co.	C. 1473.	Apr. 10.
8	Mendham Bros.	C. 1474.	Apr. 11.
9	Farmers & Mech. B'k, Jamestown, N. Y.	C. 1475.	Apr. 12.
10	De Coppet & Doremus.	C. 1476.	Apr. 13.
11	Silas Poole, box 104, Sharon, Mass.	C. 1477.	Apr. 14.
12	Cox & Sharp.	C. 1478.	Apr. 15.
13	Chas. Head & Co.	C. 1479.	Apr. 16.
14	A. M. Kidder & Co.	C. 1480.	Apr. 17.
15	A. C. Doan.	C. 1481.	Apr. 18.
16	Kelley, Miller & Co.	C. 1482.	Apr. 19.
17	Haven & Stout.	C. 1483.	Apr. 20.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
850-851					
1899.					
Apr. 6	Thomas & Post.....	30	D. 80730, C. 9668..... 10 20	.....	C. 1473. Assessment paid Apr. 6, 1899.
6	C. H. Van Buren & Co.....	20	D. 34834, 80169.....	.....	C. 1474. Assessment paid Apr. 6, 1899.
6	De Coppet & Doremus.....	41	6 35 C. 9707, 9152.....	.....	(2/20) (1) C. 1475/7. Assessment paid Apr. 6, 1899.
6	Flower & Co.....	9	C. 7372.....	.....	C. 1478. Assessment paid Apr. 6, 1899.
7	John Hancock Nat'l Bk., Spg'd., Mass....	5	C. 8163.....	.....	C. 1479. Assessment paid Apr. 7, 1899.
7	John F. Halsted.....	300	E. 13075/6, C. 8557/8..... 2/50	.....	A. 2184/6. Assessment paid Apr. 7, 1899.
7	Edward De Voe.....	100	E. 12890.....	.....	A. 2038. Assessment paid Apr. 7, 1899.
7	J. Jaffred Butler.....	100	E. 13490.....	.....	A. 2039. Assessment paid Apr. 7, 1899.
8	A. M. Kidder & Co.....	10	D. 80705.....	.....	C. 1489. Assessment paid Apr. 8, 1899.
8	C. O. Lowell, Adm., Worcester, Mass.....	6	C. 8082.....	.....	C. 1490. Assessment paid Apr. 8, 1899.
10	I. E. Gates.....	22	12 10 C. 8189, D. 27106.....	.....	C. 1491. Assessment paid Apr. 10, 1899.

11	Adams, McNeill & Brigham.....	50	D. 75258/7, C. 9032..... ³⁰	C. 1494. 1899.	Assessment paid Apr. 11, 1899.
13	A. L. Martin.....	6	C. 8391.....	C. 1497. 1899.	Assessment paid Apr. 13, 1899.
13	S. L. Rockwell & Co., Jordan, N. Y.....	20	C. 8029.....	C. 1498. 1899.	Assessment paid Apr. 13, 1899.
13	Provost Bros. & Co.....	15	C. 8030.....	C. 1499. 1899.	Assessment paid Apr. 13, 1899.
14	City Bank of New Haven.....	10	D. 67209.....	C. 1500. 1899.	Assessment paid Apr. 13, 1899.
14	Tilghman, Rowland & Co.....	40	C. 7769, C. 6696..... ^{25 15}	C. 1501. 1899.	Assessment paid Apr. 14, 1899.
14	R. L. Day & Co.....	10	D. 66177..... ^{4 12}	C. 1502. 1899.	Assessment paid Apr. 14, 1899.
14	W. C. Spencer.....	16	C. 7222, 5688..... ^{75 25 50 50}	C. 1503. 1899.	Assessment paid Apr. 14, 1899.
14	Tom L. Johnson.....	300	C. 8743, 8615, 9361, 8738..... ^{50 25 25} 8735, 9143, 9067.	A. 2187/9. 1899.	Assessment paid Apr. 14, 1899.
14	Jas. H. Oliphant & Co.....	60	D. 52479, C. 6464, D. 80632..... ⁸ C. 7780. ³²	C. 1504. 1899.	Assessment paid Apr. 14, 1899.
15	Morton, Bliss & Co.....	50	C. 9838.....	C. 1505. 1899.	Assessment paid Apr. 14, 1899.
15	Edward Sweet & Co.....	100	D. 32503/12.....	A. 2190. 1899.	Assessment paid Apr. 15, 1899.
15		20	C. 7874.....	C. 1506. 1899.	Assessment paid Apr. 15, 1899.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899.					
Mch. 15	Barnstable Co., Mutual Fire Ins. Co., Yarmouthport, Mass.	10	D. 27247.	.....	C. 1507. Assessment paid Apr. 15, 1899.
17	Donald Gordon & Co.	100	E. 13035.	.....	A. 2191. Assessment paid Apr. 17, 1899.
18	Chas. W. Stone, c/o Nat'l Revere B'k, Boston, Mass.	5	C. 9692.	.....	C. 1508. Assessment paid Apr. 18, 1899.
19	Mechanics Nat'l B'k, New Bedford, Mass.	20	D. 32366, 66198.	.....	C. 1509. Assessment paid Apr. 19, 1899.
19	W. D. Barbour & Co.	30	C. 7891.	.....	C. 1510. Assessment paid Apr. 19, 1899.
22	Edward Sweet & Co.	3	C. 6697.	.....	C. 1513. Assessment paid Apr. 22, 1899.
24	Vermilye & Co.	15	C. 9021, 9022. 7 8	.....	C. 1517/16. Assessment paid Apr. 24, 1899.
25	Rochester Trust & Safe Dep. Co.	25	C. 9359.	.....	C. 1518. Assessment paid Apr. 25, 1899.
25	J. A. Blair & Son.	18	C. 6871.	.....	C. 1519. Assessment paid Apr. 25, 1899.
25	City Nat'l Bk., Springfield, Mass.	10	D. 66165.	.....	C. 1520. Assessment paid Apr. 25, 1899.
26	Chas. B. Judson, Rochester, N. Y.	25	C. 9356.	.....	C. 1521. Assessment paid Apr. 25, 1899.
27	Hammond & Hammond, Seneca Falls, N. Y.	20	C. 8228.	.....	C. 1522. Assessment paid Apr. 27, 1899.
27	Wilcox & Co.	125	C. 8126/8, 3/25, 6404, 1/50.	.....	C. 1523. A. 2192. Assessment paid Apr. 27, 1899.
28	Geo. H. Jones.	50	C. 9332.	.....	C. 1524. Assessment paid Apr. 28, 1899.

No.	Payee & Co.	1897.	1898.	1899.	Assessment paid	Assessment paid
28	Chase Natl. Bank.....	550	D. 76740, 76835, C. 9128. E. 14634, 14656/9	C. 1525. 1899. A. 2194/8. 1899. C. 1526. 1899. C. 1527. 1899.	Assessment paid Apr. 28, Assessment paid Apr. 28, Assessment paid Apr. 28, Assessment paid Apr. 28, Assessment paid Apr. 28, Assessment paid Apr. 28, Assessment paid Apr. 28, Assessment paid Apr. 28,	
29	Chas. I. Townsend.....	1	C. 8657.....			
854-855						
29	Mrs. Emily P. Peirce, Bridgewater, N. Y.	10	D. 67705.....	C. 1528. 1899.	Assessment paid Apr. 29, Assessment paid Apr. 29,	
29	Baring, Magoun & Co.....	50	C. 8275.....	C. 1529. 1899.	Assessment paid Apr. 29, Assessment paid Apr. 29,	
29	Fisk & Robinson.....	300	E. 12946/8.....	A. 2199/2201. 29, 1899.	Assessment paid Apr. 29, Assessment paid Apr. 29,	
May	Edward Sweet & Co.....	80	30 50 C. 8068, 8407.....	C. 1532. 1899.	Assessment paid May 1, Assessment paid May 1,	
1	W. A. Hull, 2135 7th Ave.....	10	D. 28883.....	C. 1531. 1899.	Assessment paid May 1, Assessment paid May 1,	
2	Nellie A. Priest, Wellesley Hills, Mass...	1	C. 6888.....	C. 1533. 1899.	Assessment paid May 2, Assessment paid May 2,	
2	Augustus T. Post.....	75	C. 9384.....	C. 1534. 1899.	Assessment paid May 2, Assessment paid May 2,	
3	F. H. Prince & Co. a/c George H. Norman.	500	E. 1943/4, 1459, 2048/9.....	A. 2202/6. 1899.	Assessment paid May 2, Assessment paid May 2,	
4	Henry S. Morse, 244 Broad St., Lynn, Mass.	15	D. 29922, C. 8121.....	C. 1535. 1899.	Assessment paid May 4, Assessment paid May 4,	
4	Geo. Finneran, 3189 Washington St., Ja- maica Plain, Boston.	5	C. 9441.....	C. 1536. 1899.	Assessment paid May 4, Assessment paid May 4,	
4	Joseph A. Norcross & Susan A. Norcross..	20	D. 77969/70.....	C. 1537/8. 1899.	Assessment paid May 4, Assessment paid May 4,	
4	Spencer Trask & Co., a/c I. S. Hurlbert..	15	C. 8377.....	C. 1539. 1899.	Assessment paid May 4, Assessment paid May 4,	

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Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
1899. Mar. 5	Strong & Spear, a/c Cornelia T. Smith.....	8	C. 8070.....	.....	C. 1540. Assessment paid May 5, 1899.
6	Third Natl. Bank of Boston.....	10	D. 78365.....	.....	C. 1543. Assessment paid May 6, 1899. Abby B. Andrews.
8	Rasmus & Co.....	400	E. 12809, 11574/5, 11569.....	.....	A. 2207/10. Assessment paid May 8, 1899. 100 W. Rasmus, 200 Louis H. Burkner, 100 Horace L. Hotchkiss & Co.
8	Clark, Dodge & Co.....	20	C. 9738.....	.....	C. 1542. Assessment paid May 8, 1899. John H. Cabot.
8	H. T. Scott & C. E. Green, guardians.....	100	C. 9583/5, 3/33-1/3.....	.....	A. 2211. Assessment paid May 8, 1899.
9	Laban B. Fiske, 272 Pleasant St., Worcester, Mass.	10	D. 67927.....	.....	C. 1548. Assessment paid May 9, 1899.
9	Hannah E. Meade, Holmes, Dutches Co., N. Y.	6	C. 8138.....	.....	C. 1547. Assessment paid May 9, 1899. Nonassented.
9	Stephen Salisbury, pres. Worcester Natl. Bk., Worcester, Mass.	50	C. 8400.....	.....	C. 1544. Assessment paid May 9, 1899.
11	Geo. W. Anderson, 73 Tremont St., Boston.	5	C. 2493.....	.....	C. 1545. Assessment paid May 11, 1899. Alla W. Fo(r)ster.
11	Westerly Savings Bank, Westerly, R. I..	10	D. 65450.....	.....	C. 1546. Assessment paid May 11, 1899. Joseph D. Howitt.
856-857					
May 12	H. Schwarzwalden, exr., Cumberland, Md.	10	D. 30743.....	.....	C. 1549. Assessment paid May 12, 1899. Anthony Grater.
17	W. V. Huntington, 310 Pine St., San Francisco, Cal.	10	D. 31363.....	.....	C. 1550. Assessment paid May 17, 1899.
17		100	E. 14271.....	.....	A. 2202. Assessment paid May 17, 1899.

20	James McGovern & Co.	20	C. 8239	C. 1559	Assessment paid May 19.
22	Bank of New York	200	E. 13044/5	C. 1564	Assessment paid May 19.
23	Western Nat'l Bk.	100	E. 13017	A. 2393/4	Assessment paid May 22.
25	W. M. Thompson, Cent. Pac. R. R. Co., San Francisco, Cal.	10	D. 80510	A. 2395	Assessment paid May 23.
27	Tillinghast & Benedict	10	D. 65742	C. 1555	Assessment paid May 25.
27	Nat'l Bank of New Jersey, New Brun- swick	16	C. 8103	1899	Joseph D. Grant.
31	F. C. Penniman, 198 5th Ave., Chicago, Ill.	5	C. 7823	C. 1566	Assessment paid May 25.
June 3	Madison G. Godfrey, Worcester, Mass.	6	C. 7505	C. 1557	Assessment paid May 25.
5	Nat'l Bank of Republic	3	C. 8545	1899	M. A. Basler.
5	Mrs. John Edgar, Chambersburg, Pa.	75	C. 7059, 8133	C. 1558	Assessment paid May 25.
		25	C. 7058	C. 1559	Assessment paid May 25.
		1	C. 6146	1899	Lucius S. Penniman.
		2	C. 3341	C. 1560	Assessment paid June 3.
		3	C. 4220, 3340	1899	Assessment paid June 5.
Notify 6	Thos. D. Fish, 68 South St., city	10	D. 60196	C. 1561	Assessment paid June 5.
6	J. N. Lacey, Danvers Insane Hospital Asylum Station, Mass.	12	C. 8290	1899	Rodolphus Beetle.
8	Chas. A. Gleason, 925 Main St., Worces- ter, Mass.	5	C. 8054	C. 1562	Assessment paid June 5.
8	Wainwright Bros. & Co., 50 Congress St., Boston.	5	C. 8108	1899	David B. Kempton.
				C. 1574	Assessment paid June 5.
				1899	Rev. John Edgar.
				C. 1563	Assessment paid June 5.
				1899	Elizabeth Edgar.
				C. 1564	Assessment paid June 5.
				1899	John Edgar.
				C. 1565	Assessment paid June 6.
				1899	Abby S. Ferguson.
				C. 1566	Assessment paid June 6.
				1899	Wm. P. Gleason.
				C. 1566	Assessment paid June 8.
				1899	Esther F. Morrison.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	
858-859					
1899.					
June 9	Winslow & Co., Worcester, Mass.....	10	D. 26638.....	.....	C. 1567. Assessment paid 9, 1899. Adelaide H. Gardner.
		6	C. 8257.....	.....	C. 1568. Assessment paid June 9, 1899. Enos A. Gardner.
9	Harriet M. Swasey, Taunton, Mass.....	7	C. 8540.....	.....	C. 1569. Assessment paid June 9, 1899.
12	Gatherine Killoran, adm., Dover, N. H..	20	C. 8583.....	.....	C. 1570. Assessment paid June 12, 1899. M. Killorem.
12	Charles H. Beckwith, 5 Elm St., Sp'gfield, Mass.	25	C. 8547.....	.....	C. 1571. Assessment paid June 12, 1899. T. M. Brown.
12	Monson Nat'l B'k., Monson, Mass.....	5	C. 8092.....	.....	C. 1572. Assessment paid June 12, 1899. Charles M. Webber.
13	W. O. Chapman, Salem, Mass.....	10	D. 78364.....	.....	C. 1573. Assessment paid June 12, 1899. William P. Andrews.
14	Nathan T. Deers & Co.....	16	C. 9287.....	.....	C. 1575. Assessment paid June 14, 1899. Martha T. Sands.
15	F. H. Gillett, House of Representatives, Wash., D. C.	50	C. 9335; C. 6334.....	.....	C. 1576. Assessment paid June 15, 1899. Alice Byington.
15	Mrs. Eliza Norris, New Lynne, O.....	10	D. 39244.....	.....	C. 1577. Assessment paid June 15, 1899.
15	Charlotte A. Paddock, Watertown, N. Y..	10	D. 50531.....	.....	C. 1578. Assessment paid June 15, 1899.
16	Worcester Safe Dep. & Trust Co., Worcester, Mass.	4	C. 8571.....	.....	C. 1579. Assessment paid June 16, 1899. Elizabeth A. Allen.

21	I. E. Gates.....	10	D. 65101.....	C. 1580. Assessment paid June 10, 1899. Charles E. Hawley.
		1	C. 8800.....	1899. R. F. Schwaben.
		1	C. 8799.....	C. 1581. Assessment paid June 21, 1899. Wm. H. Mills.
		48	C. 7787.....	Assessment paid June 21, 1899. W. E. Brown.
22	Savings Bank of New London.....	10	D. 66543.....	C. 1582. Assessment paid June 23, 1899. Mary A. Parker.
23	Jefferson Co. Nat'l Bank, Watertown, N. Y.....	12	C. 7370.....	C. 1583. Assessment paid June 23, 1899. Charlotte F. Paddock.
26	Winslow & Co., Worcester, Mass.....	20	C. 9277.....	C. 1584. Assessment paid June 26, 1899. Laura A. Stone.
26	Manhattan Trust Co.....	10	D. 46180.....	C. 1585. Assessment paid June 26, 1899. Wm. M. R. French.
28	C. B. Stoddard, tr., Plymouth, Mass.....	5	C. 9007.....	C. 1586. Assessment paid June 28, 1899. C. B. Stoddard et al., trustees.
28	F. B. Strickland, Spg'd, Mass.....	10	D. 66390.....	C. 1587. Assessment paid June 28, 1899. Erasmus F. Strickland.
860-861				
July		5	C. 8498.....	C. 1588. Assessment paid July 5, 1899. Albert Gallatin.
5	Mabel C. Lansing, Union Trust Co., San Fran., Cal.....	3	C. 9599.....	C. 1589. Assessment paid July 5, 1899. Mabel C. Lansing.
10	Hatch & Foote.....	10	C. 9934.....	C. 1590. Assessment paid July 10, 1899. R. B. Ames.
12	Emma A. Carrick.....	14	C. 9030.....	C. 1591. Assessment paid July 12, 1899.
12	Wm. Pierpont White, Utica, N. Y.....	44	C. 8366.....	C. 1592. Assessment paid July 12, 1899. S. R. Campbell.
12	Samuel Humes.....	10	D. 66184.....	C. 1593. Assessment paid July 12, 1899. Ellen E. Smedley.
18	Speyer Brothers.....	31	C. 7659, D. 63906/8.....	C. 1594. Assessment paid July 18, 1899. John Norburg.

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899—Continued.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.
1899. July 18	Rev. I. P. Quimby, Malden, Mass., 5 Dudley Place.	4	2 C. 8514, 7503, 6578.	C. 1595. Assessment paid July 18, 1899. B. R. Seaman, I. P. Quimby, I. P. Quimby.
19	H. H. Smith, Worcester, Mass.	9	C. 6815.	C. 1596. Assessment paid July 19, 1899. Harvey H. Smith.
24	I. E. Gates.	20	C. 8804.	C. 1597. Assessment paid July 24, 1899. Philip Schold.
25	Henry W. King, c/o Rice, King & Rice, 19 Pearl St., Worcester, Mass.	5	C. 9174.	C. 1598. Assessment paid July 25, 1899. Diantha Tyler.
Aug. 3	A. M. Kidder & Co.	15	10 D. 67267, C. 8682.	C. 1599. Assessment paid Aug. 3, 1899. Eliza F. Banks.
3	Blair & Co.	10	D. 68240.	C. 1600. Assessment paid Aug. 3, 1899. George W. Banks.
23	Watson & Gibson.	50	C. 6270, 8104 2/25.	C. 1601. Assessment paid Aug. 3, 1899. Jane O'Neal.
24	Vermilye & Co.	20	D. 26806, 66135.	C. 1602. Assessment paid Aug. 23, 1899. Franklin Wheeler.
29	Redmond, Kerr & Co.	10	D. 65741.	C. 1603. Assessment paid Aug. 24, 1899. Horace B. Banks, adm.
Sept. 20	Geo. E. Downs.	3	C. 8221.	C. 1609. Assessment paid Aug. 29, 1899. Lawson Bigelow.
25	A. M. Kidder & Co.	7	C. 9933.	C. 1610. Assessment paid Sept. 20, 1899. Geo. E. Downs. Nonassented.
		25	C. 9930.	C. 1611. Assessment paid Sept. 25, 1899. Mary E. Brust.

Oct. 7	Speyer & Co.	210	C. 60864 1/10.	D. 76000/19 20/10.	C. 1613. Assessment paid Oct. 7, 1899. C. E. Bretherton. 5% penalty. A. 2396/7. Assessment paid Oct. 7, 1899. M. J. Horgan. 5% penalty.
Oct. 10	Sarah E. Bartlett, Middleboro, Mass.	4	C. 6100.		C. 1614. Ass't pd. Oct. 10/99. B. D. W. Bartlett.
10	Speyer & Co.	196	C. 7501, 7532, 7545, 3/2.		C. 1615. Ass't pd. Oct. 10/99. C. E. Bretherton.
			D. 60865/73, 63160, 10/10.		A. 2398. Ass't pd. Oct. 10/99. C. E. Bretherton.
		229, 042	D. 76029/21, 9/10.		Ass't pd. Oct. 10/99. M. J. Horgan.

864 (At this point there are 102 blank pages, containing nothing but the printed forms, and upon which no writing appears.)

Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899.

865-866

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	Returned certificates.
1899.					
Mch. 10	A. R. Pick & Co. (brought forward).....	201	C. 1124, 1/1.....	.....	C. 1050, 1/11; C. 1082, 1/50.
11	Baring, Magoun & Co.	30	A. 198/9, 2/100.....	.....	C. 1093, 1/65; C. 1095, 1/75.
11	Speyer & Co.	12, 500	C. 1133, 1/10; C. 1134, 1/6; C. 1135, 1/12; C. 1136, 1/2.	.....	C. 1065, 1/30.
13	.....do.....	12, 500	A. 282/406, 125/100.....	.....	C. 3.
27	Harvey Fisk & Sons.....	83	A. 425/549.....	.....	C. 4.
27	Probst, Wetzlar & Co.	70	C. 1415, 50; C. 1416, 33.....	.....	C. 1314.
27	John H. Jacquelin & Co.	11	C. 1419, 50; C. 1420, 20.....	.....	C. 1341.
27	Sutro Bros.	50	C. 1428, 10; C. 1429, 1.....	.....	C. 1334.
Apl. 7	Vermilye & Co.	299	C. 1480.....	.....	C. 1436.
			C. 1481/2, 2/50.....	.....	C. 1328 (63).
			C. 1483, 44; C. 1484, 25.....	.....	C. 1374 (36).
			C. 1485, 42; C. 1487/8, 2/10; C. 1486, 68.....	.....	A. 2038/9 (2/100). These cts. used again.
Apl. 11	Muller, Schall & Co.	15	C. 1492 (10); C. 1493 (5).....	.....	C. 1316.
11	Watson & Gibson.....	60	C. 1495 (50); C. 1496, 10.....	.....	C. 1347.
20	Townsend & Shera.....	10	C. 1511/12, 2/5.....	.....	B. 21745.
May 16	F. J. Lovatt.....	18, 000	A. 2212/2391.....	.....	C. 1321 (15,000); C. 1322 (3,000).
20	Rob't Goodbody & Co.	50	C. 1551/2, 2/25.....	.....	C. 1369.
			25 35	.....
Aug. 26	Hallgarten & Co.	60	C. 1604, 1605.....	C. 1504.
			15 2 3	
28	De Coppet & Doremus.....	20	C. 1606, 1607, 1608.....	C. 1056.

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Central Pacific R. R. Co. stock deposited under readjustment plan dated February 8, 1899, registered.

Date.	Depositor and address.	Number of shares deposited.	Dates and numbers of the certificates.	Date deposited with Central Trust Co.	In whose name registered.
1899. Apl. 6	First Nat'l Bk, Morrisville, N. Y.....	10 10	C. 1170..... C. 1171.....	..... .....	Regd n/o Ella E. Harwood. " " Henry B. Coman. Apl. 27, transferred to bearer.
1900. Mch. 15	Catherine Rockwell.....	10 25 17	C. 1172..... C. 1173..... C. 1154.....	" " Fred. S. Harwood. " " Henry B. Coman. " " Catherine Rockwell.

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May 6th/99.		Asst. pd. on London ctfs.	45, 780 sha.			
		Asst. pd. on N. Y. ctfs. issued against Ldn. ctfs.	25, 000 sha.			
			<hr/>			
			70, 780 sha.			
		Rec'd asst. in N. Y.	296, 106 sha.			
			<hr/>			
		Rec'd asst. on sha. dep. in N. Y.	225, 326 sha.			
		Total shares dep. in N. Y.	226, 696 sha.			
			<hr/>			
		Shares on which ass't must be p'd.	1, 370 sha.			
		Stubs not stamped "Ass't pd."	1, 420 sha.			
June	28.	Asst. pd. on London ctfs.	45, 780 sha.			
		Asst. pd. on N. Y. ctfs. issued agst. Ldn. ctfs.	25, 000 sha.			
			<hr/>			
			70, 780 sha.			
				Rec'd asst. in N. Y.	298, 322 sha.	
					<hr/>	
				Rec'd asst. on sha. depd. in N. Y.	227, 542 sha.	
				Total sha. depd. in N. Y.	228, 312 sha.	
					<hr/>	
				Sha. on which asst. must be pd.	770 sha.	
				Stubs not stamped asst. paid.	820 sha.	
Oct.	16.	Asst. rec'd in N. Y.	\$720, 684			
		Coll. on London ctfs.	\$91, 960			
		Coll. on N. Y. ctfs. issued agst. Ldn.	50, 000			
		Coll. thro' Amsterdam.	120, 900			
		Coll. thro' ftf. o/w.	40			
			<hr/>			
					262, 900	
					<hr/>	
				Coll. on sha. deposited N. Y.	\$457, 784	#228, 892 shares
				Due on sha. deposited N. Y.	458, 084	229, 042 shares
					<hr/>	
		Shares on which assess't must be paid	\$300	150 shares		
Stubs not stamped ass't paid, 1226, 2120, 2/100.						
#1226 asst. paid Oct. 27/99.						
2120 asst. paid Nov. 15/99.						

Statement showing rates on various commodities from New York, N. Y., to California terminals via water and rail via Gulf routes compared with rates via other routes.

UNITED STATES VS. SOUTHERN PACIFIC CO.

1599

[Rates in cents per 100 pounds, except as noted.]

Commodities, carloads.	Sept. 1, 1888.		May 10, 1893.		June 24, 1897.		Jan. 18, 1900.		Dates as noted.		Jan. 1, 1909.		Oct. 10, 1910.		Apr. 15, 1913.		To date.
	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	
Acid, sulphuric, in iron drums.	200	200	97	108	100	100	b 110	125	b 110	125	b 110	125	b 110	125	b 110	125	...
Acid, sulphuric, and nitric, mixed, in iron drums.	200	200	97	108	100	100	b 110	125	b 110	125	b 110	125	b 110	125	b 110	125	...
Barley teeth.	100	100	65	71	75	75	85	75	85	75	85	75	85	75	85	75	...
Barley pearl.	...	...	65	117	75	75	80	80	80	80	80	80	80	80	80	80	...
Beans and peas, dried, split, or whole, in sacks or in barrels.	...	...	65	130	75	75	75	85	75	85	75	75	85	75	85	75	...
Blacking, shoe, other than as provided under "Dressing".	100	100	70	108	75	108	a 75	80	a 75	80	a 75	110	110	110	110	110	...
Brass goods, O. R., wet-corrosion.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Brass ingots.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Plate and sheet completely boxed.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...
Rods completely boxed.	...	...	65	...	75	75	115	125	115	125	115	125	115	125	115	125	...
Butchers' blocks.	...	...	65	...	75	75	115	125	115	125	115	125	115	125	115	125	...
Candles and wax tapers.	...	...	70	112	75	75	a 75	80	a 75	80	a 75	85	a 75	85	a 75	85	...
Canned goods: Fish, fruits, not preserved meats (including potted or deviled), vegetables, soups, breads, and puddings, in hermetically sealed cans boxed O. R. weather.	100	100	70	118	75	75	a 95	100	a 95	100	a 95	100	100	100	100	100	...
Canned corn.	120	120	50	96	75	75	95	100	95	100	95	100	95	100	95	100	...
Canned fish.	120	120	50	96	75	75	e 90	95	e 90	95	90	95	90	95	90	95	...
Canned meats, including potted or deviled.	120	120	50	96	75	75	90	95	90	95	90	95	90	95	90	95	...
Cement, building or paving.	100	100	30	110	75	75	75	80	75	80	50	50	50	50	50	50	...
Flake, malt, in sacks.	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...	...

[For footnotes see page 1003.]

Statement showing rates on various commodities from New York, N. Y., to California terminals via water and rail via Gulf routes, etc.—Continued.

Commodities, carloads.	Sept. 1, 1888.		May 10, 1893.		June 24, 1897.		Jan. 18, 1900.		Dates as noted.		Jan. 1, 1906.		Oct. 30, 1910.		Apr. 15, 1913.		To date.
	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	
873-874 Composition for roofing	100	100	65	100	75	75	75	85	75	85	75	75	75	75	125	125	.....
Cables, underground, for electric wires; stone, clay or cement.	.....	.....	100	100	75	75	75	80	75	80	125	125	125	125	125	125	.....
Copper goods, O. R., wet-corrosion:	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Bar, ingot, and cast plate.	.....	.....	70	121	75	75	125	125	125	125	125	125	125	125	125	125	.....
Bronze ingots.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Plate and sheet completely boxed.	.....	.....	65	.....	75	75	125	125	115	125	125	125	125	125	125	125	.....
Rods completely boxed.	.....	.....	65	.....	75	75	115	125	115	125	125	125	125	125	125	125	.....
Copperas or sulphate of iron	100	100	65	120	75	75	60	75	60	75	75	75	80	80	150	150	.....
Drums, iron, empty, returned.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Ferromanganese in packages.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Fertilizer, including dried blood.	100	100	.....	.....	75	75	60	75	60	75	80	80	80	80	80	80	.....
Glucose in barrels, O. R.—L., released, straight carload.	100	100	70	136	90	90	75	85	75	85	75	75	75	75	75	75	.....
Grease, axle (including mineral or petroleum axle grease) in packages.	100	100	70	85	75	75	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Grease, petroleum in packages.	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Grindstones, mounted or unmounted.	100	100	90	113	100	100	75	100	75	100	80	80	80	80	80	80	.....
Gum, gambier, in packages.	100	100	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Iron and steel articles, O. R., wet and rust:	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Billets, blooms, ingots.	100	100	30	75	75	75	50	75	50	75	60	60	60	60	65	65	.....
Muck bar, and scrap steel.	100	100	60	70	75	75	80	75	80	75	50	50	50	50	50	50	.....
Sheet, No. 17 or higher (black), not bent or punched, released.	100	100	60	122	75	75	80	85	80	85	95	95	95	95	95	95	.....
Sheet and plate (galvanized), not bent or punched, released.	100	100	60	122	75	75	80	85	80	85	95	95	95	95	95	95	.....
Sheet and plate (galvanized), not bent or punched, released.	100	100	60	122	75	75	80	85	80	85	95	95	95	95	95	95	.....

Commodity	40	1	53	53	8	6	Totals	for
Number commodity rates lower via Morgan Line.	1	0	0	0	0	0	1	ward by ad-
Number commodity rates lower via other routes.	1	0	0	0	11	11	2	dition.
Number commodity rates via Morgan Line only.	4	0	0	0	0	0	6	
Number commodity rates via other routes only.	0	0	0	0	0	0	0	

Statement showing rates on various commodities from New York, N. Y., to California terminals via water and rail via Gulf routes, etc.—Continued.

Commodities, carloads.	Sept. 1, 1888.		June 24, 1897.		Jan. 18, 1900.		Dates as noted.		Jan. 1, 1909.		Oct. 10, 1910.		Apr. 15, 1913.		To date.
	Morgan Life.	Other routes.	Morgan Life.	Other routes.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	
877-878 Shoes, rings, tires, or clews (for quarts mills); also canvas and tappets, iron or steel.....															
Sledges and wedges, iron and steel, in boxes, barrel, or crates.....															
Soda ash and soda carbonating compounds (may be shipped in sacks); caustic soda (O. R. alitng, wet, and injury caused by corrosion) and hyposulphate nitrate (may be shipped in stacks), silicate and sulphate of soda, in packages.....	100	100	75	80	75	75	50	75	50	75	55	55	90	90	90
Tin and articles of tin in boxes, barrels, or crates; tin plate in boxes, fully reboxed against wet, rust, and damage to tin or packages.....	100	100	75	93	75	75	b 50	75	(a) a 55				70	70	70
Wire and wire goods, O. R., wet and rust; wire (fence), barbed, including staples, steel stay guards, and stretchers.....															
Brick enameled.....				85	75	75	60	75	60	75	70	85	80	85	85
Pipe, cast-iron, and connections.....	80	80					(a) 50	75	(a) 50	75	65	65	65	65	65
Batteries.....				90	75	75	(a) 60	85	(a) 50	65	50	50	50	50	50
Mailboxes, metallic, wire coats, wire and spring beds and bottoms, and canvas coats.....				150	100	100	(a) b 100	100	(a) b 100	100	110	110	225	215	215
Sledges, wedge and mauls, iron, in boxes or crates.....							(a) 70	75	(a) 70	75	85	85	85	85	85
Flash weights.....	100	100	75	87	75	75	(a) 60		(a) 60	50	50	50			
Barrel stock, viz: Sugar, flour, and lime barrel stock.....							(a) 70	75	(a) 70	75	75	75			
Barrel stock, viz: Sugar, flour, and lime barrel stock.....	100	100					(a) 70	75	(a) 70	75	75	75			

[illegible]

[For footnotes see page 1606.]

Statement showing rates on various commodities from New York, N. Y., to California terminals via water and rail via Gulf routes, etc.—Continued.

Commodities, carloads.	Sept. 1, 1888.		May 10, 1893.		June 24, 1897.		Jan. 16, 1900.		Dates as noted.		Jan. 1, 1909.		Oct. 10, 1910.		Apr. 15, 1913.		To date.
	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other lines.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	
881-882 Nails and spikes (not including railroad spikes), cut or wire, n. o. s., in boxes or kegs; and wire (fence), iron or steel, smooth, annealed, No. 12 or heavier, plain or galvanized; barbed, galvanized, or painted; staples, straight or mixed, C. L.	100	100	30	70	75	75	(14) 60	75	(15) 66	80	70	85	70	85	85	85	
Railroad spikes.....	100	100	60	70	75	75	(15) 60	75	(15) 60	75	80	80	70	80	80	80	
Shingle bands, iron or wire.....	(1) 100	100	75	75	75	75	(15) 65	75	(15) 65	75	80	80	70	80	80	80	
Fire brick and fire clay.....							(11) 50	75	(11) 50	75	75	75	55	50			
Calcium chloride of.....							(11) 50	75	(11) 50	75	75	75	55	50			
Ties, baling.....							(11) 65	75	(11) 65	75	80	80	70	80	80	80	
Stone, rough, sawed, or cut to dimension, not polished.....	(1) 100	100					(11) 60		(11) 60		55		55				
Silax, in packages.....							(11) 60		(11) 60		75		75				
Canned beans and peas, straight, C. L.....	120	120	50	96	75	75	(11) 90	95	(11) 90	95	90	95	90	90	95	95	
Flake, malt.....	120	120	50	96	75	75	(11) 90	95	(11) 90	95	90	95	90	90	95	95	
Oil, creosote, or tar, in barrels, or cans boxed.....					75 1/2	75 1/2	(11) 95		(11) 95								
Furniture, viz: Sideboards, buffets, combination buffets and sideboards, and chiffonières, net cost of each piece not to exceed \$15.00.....							(11) 100	175	(11) 100	175	175	175	175	175	225	215	
Structural iron, viz: Angles, channels, beams, etc.....	100	100	75	122	75	75	(11) 75	85	(11) 75	85	80	80	80	80	80	80	
Bridges and wheel material, viz: Iron or steel beams, columns, girders, etc.....	100	100	75	122	75	75	(11) 75	85	(11) 75	85	80	80	80	80	80	80	
Number commodity rates lower via Morgan line. Number commodity rates lower via other routes. Number commodity rates lower via Morgan line only. Number commodity rates lower via other routes only.	58	1	1	0	1	0	96	85	85	14	10	10	10	10	2	2	Total for all rates.

Commodities, carloads.	Jan. 1, 1909.		Oct. 10, 1910.		April 15, 1912.		To date.
	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan or Mallory.	Other routes.	
Tank or reservoir material, viz: Beams, columns, and circular frames for tops.	100	100	60	70	75	75	
Steel rails.	100	100	60	70	75	75	
Fastenings.	100	100	60	70	75	75	
Phosphate rock.							
Oxide of iron.							
Rails (including mining rails) and ties, iron, or steel, including fastenings, viz: Spikes, R. R. spikes, tie plates, tie bolts, track bolts, and washers.							
Stoves (cast iron), cooking, heating, etc.							
Syrup (corn, glucose, maple, or rock candy) and molasses.							
Wire (fence), barbed, including staples, steel stay guards, and stretchers.							
Wire iron, plain galvanized, etc.							
Rice polish (rice dust).							
Rice brewers.							
Cottonseed oil.							
Copper, sulphate of (bluestone).							
Limestone ground.							
Rice polish (rice dust), rice bran, and rice hulls.							
Sand, mooling.							
Strawboard in crates or bundles.							
885-886 Tile, roofing.							
Rags, in packages.							
Rice flour.							
Asphaltum.							
Limestone and whitening, ground or lump.							

[For footnotes see p. 1606.]

Statement showing rates on various commodities from New York, N. Y., to California terminals via water and rail via Gulf routes, etc.—Continued.

Commodities, carloads.	Sept. 1, 1893.		May 19, 1893.		June 24, 1897.		Jan. 18, 1900.		Dates as noted.		Jan. 1, 1909.		Oct. 10, 1910.		April 15, 1913.	
	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan Line.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	Other routes.	Morgan or Mallory.	To date.
Cement work for building purposes, not including statutory or figures.	(1) 100	100			90	90	90	90	(a) 75 (a) 75 (a) 75	80 80 80	80 75 75	80 75 75	80 75 75	75 75 75		
Grains sugar.	(1) 100	100			75	75	75	75	(a) 60 (a) 60	75 75	60 60	75 75	60 60	75 75		
Carbon, chloride.									(a) 120 (a) 60	125 125	120 60	125 60	125 60	152 145		
Flaxseed, whole or ground, in packages.																
Ore, iron, ground.																
Lower via Morgan Line.					1		94	102			21	17			7	Grand total.
Lower via other routes.					0		0	0			0	0			3	
Via Morgan Line only.					0		21	30			20	33			3	
Via other routes only.					0		0	0			0	0			1	

Rates published by Southern Pacific prior to January 18, 1900, applied only via Morgan Line and Sunset route. Effective January 18, 1910, routing was shown via Sunset-Gulf route, New Orleans, or via Santa Fe route via Galveston only.

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REFERENCES.

(1) Withdrawn June 17, 1903.
(2) All rates from New York to Pacific coast cancelled May 11th, 1903, until June 24, 1897; combinations applying.

(3) Effective Dec. 3, 1900.
(4) Effective Dec. 15, 1901.
(5) Effective Jan. 28, 1901.
(6) Effective Apr. 15, 1901.
(7) Effective May 25, 1901.
(8) Effective July 1, 1902.
(9) Effective Aug. 11, 1902.
(10) Effective Oct. 5, 1902.
(11) Effective Jan. 25, 1903.
(12) Effective Feb. 23, 1903.
(13) Effective Mar. 4, 1903.
(14) Effective Apr. 20, 1903.
(15) Effective July 31, 1903.
(16) Effective Oct. 12, 1903.
(17) Effective May 14, 1904.
(18) Effective Nov. 15, 1904.
(19) Effective Jan. 15, 1905.
(20) Effective Feb. 8, 1905.
(21) Effective Mar. 15, 1905.
(22) Effective Apr. 24, 1905.
(23) Effective Sept. 21, 1905.
(24) Effective Jan. 15, 1906.

(25) Effective Feb. 12, 1906.
(26) Effective Feb. 27, 1906.
(27) Effective Aug. 1, 1906.
(28) Effective Apr. 3, 1907.
(29) Effective Mar. 10, 1908.
(30) Effective Apr. 30, 1908.
(31) Effective May 16, 1908.
(32) Withdrawn Nov. 12, 1900.
(33) Withdrawn Apr. 20, 1903.
(34) Withdrawn Apr. 20, 1903.
(35) Withdrawn Apr. 25, 1901.
(36) Withdrawn Oct. 12, 1903.
(37) Withdrawn March 10, 1909.
(38) Withdrawn Nov. 11, 1901.

(39) Withdrawn Sept. 21, 1905.
(40) Withdrawn May 20, 1907.
(41) Withdrawn Feb. 23, 1903.
(42) Withdrawn Aug. 8, 1905.
(43) Withdrawn Feb. 25, 1905.
(44) Withdrawn June 30, 1905.
(45) Withdrawn Nov. 25, 1905.
(46) Withdrawn Nov. 29, 1907.
(47) Withdrawn May 27, 1907.
(48) Withdrawn Aug. 27, 1906.
(49) Withdrawn Mar. 5th, 1906.

AUGUST 25, 1914.

Memorandum.

"California terminals" include: San Francisco, Sacramento, Marysville, Stockton, Benicia, South Vallejo, Port Costa, Crockett, Richmond, Oakland, San Jose, Los Angeles, San Diego, and National City, Cal., and points in California, in contiguous territory, specifically shown in attached photograph pages 17 and 18, taken from "Trans-Continental Tariff."

Points to which rates named herein apply.

"California terminals."

Rates shown herein as applying to "California terminals" will apply to the points designated below, via the gateways indicated opposite each point. (See Exceptions, page 20.)

Western gateways.¹

Alameda, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Alestraz, Cal.....	4, 5, 5A, 17, 18.
*Ambrose, Cal.....	4, 5, 5A.
Antioch, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14, 17.
*Ardmore, Cal.....	1, 2, 3, 3B.
Avon, Cal.....	1, 2, 3, 3A, 14.
Bay Point, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14, 17, 18.
*Bells (Los Angeles Co.), Cal.....	4A, 4B, 9.
Benicia, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Berkeley, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14.
Berkeley (Carlton St.), Cal.....	1, 2, 3, 3A, 14, 17, 18.
Berkeley (Powell St.), Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Bird, Cal.....	1, 2, 3, 3B.
*Birby, Cal.....	1, 2, 3, 3B, 4A, 4B, 9.
*Blume, Cal.....	4, 5, 5A.
*Brighton Beach, Cal.....	4A, 4B, 9.
*Bruce, Cal.....	4, 5, 5A.
*Burnett (Los Angeles Co.), Cal.....	4A, 4B, 9.
*Centinela, Cal.....	4, 5, 8.
Central Avenue, Cal.....	4, 5, 8.
Cerritos Oil Spur, Cal.....	4A, 4B, 9.
Christie, Cal.....	4, 5, 5A.
Clay Pit, Cal.....	4, 5, 5A, 6, 7, 8.
Clearwater, Cal.....	4A, 4B, 9.
Compton, Cal.....	1, 2, 3, 3B.
*Corbin, Cal.....	1, 2, 3, 3A, 14.
Coronado, Cal.....	4, 5, 6, 7, 8.
Coronado Heights, Cal.....	4, 5, 6, 7, 8.
*County Farm, Cal.....	4A, 4B, 9.
Crockett, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Cudahay, Cal.....	1, 2, 3, 3B, 4A, 4B, 9.
Dodsworth, Cal.....	1, 2, 3, 3B.

¹ For key to numbers see page 19.

Western gateways.

*Dolanco, Cal.....	1, 2, 3, 3B.
*Dolores, Cal.....	1, 2, 3, 3B.
Dominguez, Cal.....	1, 2, 3, 3B.
Dupont, Cal.....	4, 5, 5A, 17, 18.
*Dwight, Cal.....	4, 5, 5A.
*Earl, Cal.....	1, 2, 3, 3B.
East Oakland, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
East San Pedro, Cal. (see footnote).....	4A, 4B, 9.
*E. Wilmington, Cal.....	4A, 4B, 9.
*Eckley, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Elftman, Cal.....	1, 2, 3, 3B.
Elmhurst, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
El Segundo, Cal.....	4, 5, 8.
Emery, Cal.....	1, 2, 3, 3A, 14, 17, 18.
891 Fitchburg, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Fleming, Cal.....	1, 2, 3, 3A, 14.
Florence, Cal.....	1, 2, 3, 3B.
*Fruitland, Cal.....	4A, 4B, 9.
Fruitvale, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Garnsey, Cal.....	4, 5, 8.
*Gaspur, Cal.....	1, 2, 3, 3B.
*Gateley, Cal.....	4, 5, 5A.
Giant, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Glen Fraser, Cal.....	4, 5, 5A.
*Granger, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Hercules, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Hermosa Beach, Cal.....	4, 5, 8.
Hobart, Cal.....	4, 4A, 4B, 5, 8, 9.
*Hyde Park, Cal.....	4, 5, 8.
Hynes, Cal.....	4A, 4B, 9.
Inglewood, Cal.....	4, 5, 8.
Kohler, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Krieger, Cal.....	1, 2, 3, 3A, 14.
892 *Lawn, Cal.....	4, 5, 8.
*Livny, Cal.....	1, 2, 3, 3A, 14.
Long Beach, Cal.....	1, 2, 3, 3B, 4A, 4B, 9.
Los Angeles, Cal.....	1, 2, 3, 4, 4A, 9.
*Los Medanos, Cal.....	1, 2, 3, 3A, 14.
*Luzon (Contra Costa Co.), Cal.....	4, 5, 5A.
*Lynwood, Cal.....	1, 2, 3, 3B.
McAvoy, Cal.....	1, 2, 3, 3A, 14.
*Mail Dock, Cal.....	1, 2, 3, 3A, 14.
Maltby, Cal.....	4, 5, 5A.
*Manhattan Beach, Cal.....	4, 5, 8.
Marmaroas, Cal.....	4, 5, 6, 7, 8.
Martinez, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Marysville, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
Melrose (Alameda Co.), Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Mococo, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Mountain View, Cal.....	1, 2, 3, 3A, 14.
Muir, Cal.....	4, 5, 5A.
*Nadeau Park, Cal.....	1, 2, 3, 3B, 4, 5, 8.

Western gateways.

National City, Cal.	4, 5, 8.
N. C. & O. Junction, Cal.	4, 5, 6, 7, 8.
893 *Nevada Dock, Cal.	1, 2, 3, 3A, 14, 17, 18.
*Nichols, Cal.	1, 2, 3, 3A, 4, 5, 5A, 5B, 14.
*Nitro, Cal.	1, 2, 3, 3A, 14.
*Nobel, Cal.	1, 2, 3, 3A, 14.
Oakland, Cal.	1, 2, 3, 3A, 4, 5, 5A, 5B, 9A, 9B, 10, 11, 11A (C. L. only), 12, 12B, 12C (C. L. only), 13, 14, 15, 16, 18 (L. C. L. only)*
Oakland Wharf, Cal.	1, 2, 3, 3A, 14.
*Ocean Avenue, Cal.	1, 2, 3, 3B.
*Oleum, Cal.	1, 2, 3, 3A, 14, 17, 18.
*Opaco, Cal.	4, 5, 5A.
*Ostend, Cal.	4A, 4B, 9.
Otay Wells, Cal.	4, 5, 6, 7, 8.
Otay Wells Junction, Cal.	4, 5, 6, 7, 8.
*Pacheco, Cal.	4, 5, 5A.
Pacific Siding, Cal.	4, 5, 6, 7, 8.
Pacsteel, Cal.	1, 2, 3, 3A, 14, 17, 18.
Paraffin, Cal.	1, 2, 3, 3A, 14, 17, 18.
*Peeco, Cal.	4, 5, 5A.
894 *Peyton, Cal.	1, 2, 3, 3A, 4, 5, 8, 14, 17.
Pinole, Cal.	1, 2, 3, 3A, 4, 5, 5A, 14.
Pittsburg, Cal.	1, 2, 3, 3A, 4, 5, 5A, 14, 17.
Port Costa, Cal.	1, 2, 3, 3A, 14, 17, 18.
*Posen, Cal.	1, 2, 3, 3A, 14.
*Potter, Cal.	1, 2, 3, 3A, 14.
(R) Power, Cal.	4A, 4B, 9.
*Prince (Contra Costa Co.), Cal.	1, 2, 3, 3A, 14.
*Race Track, Cal.	1, 2, 3, 3A, 14.
*Redo, Cal.	4, 5, 5A.
Redondo Beach, Cal.	4, 5, 8.
Redwood, Cal.	1, 2, 3, 3A, 14, 17, 18.
*Rheem, Cal.	4, 5, 5A.
Richmond, Cal.	1, 2, 3, 3A, 4, 5, 5A, 14.
895 Richmond Belt Ry. (all points), Cal.	1, 2, 3, 3A, 4, 5, 5A, 14, 17.
Rodeo, Cal.	1, 2, 3, 3A, 14.
*Rowley, Cal.	4, 5, 8.
Sacramento, Cal.	1, 2, 3, 3A, 5A, 9A, 9B, 14.
Salt Works, Cal.	4, 5, 6, 7, 8.
San Diego, Cal.	4, 5, 8.
San Francisco, Cal. (see footnote)	1, 2, 3, 3A, 4, 5, 5A, 5B, 9A, 9B, 10, 11, 11A, 12, 12A, 12C, 13, 13A, 14, 15.
San Jose, Cal.	1, 2, 3, 3A, 14.
San Leandro, Cal.	1, 2, 3, 3A, 5B, 9A, 9B, 14.
San Pablo, Cal.	1, 2, 3, 3A, 4, 5, 5A.
San Pedro, Cal.	1, 2, 3, 3B.
Sand Pit, Cal.	4, 5, 6, 7, 8.
Santa Clara, Cal.	1, 2, 3, 3A, 14.
*Schindler, Cal.	4, 5, 5A.
*Schmidt, Cal.	4, 5, 5A.

Western gateways.

*Seaside (Los Angeles Co.).....	4A, 4B, 9.
Sedan, Cal.	1, 2, 3, 3A, 14.
Selby, Cal.	1, 2, 3, 3A, 14, 17, 18.
896 Seminary Park, Cal.	1, 2, 3, 3A, 14.
*Seventh St., Cal.	4A, 4B, 9.
*Shellmound, Cal.	1, 2, 3, 3A, 14.
*Slauson, Cal.	4, 5, 8.
*Sobrante, Cal.	1, 2, 3, 3A, 14.
So. San Francisco, Cal.	1, 2, 3, 3A, 14, 17, 18.
South Vallejo, Cal.	1, 2, 3, 3A, 14, 17, 18.
Stego, Cal.	1, 2, 3, 3A, 14.
Stockton, Cal.	1, 2, 3, 3A, 4, 5, 5A, 5B, 9A, 9B, 14.
Stockyards, Cal.	1, 2, 3, 3A, 14.
Sunnyvale, Cal.	1, 2, 3, 3A, 14.
Tent City, Cal.	4, 5, 6, 7, 8.
Terminal Island, Cal.	4A, 4B, 9.
Thenard, Cal.	1, 2, 3, 3B.
*Thenard, Cal.	4A, 4B, 9.
*Tomey, Cal.	1, 2, 3, 3A, 14.
Torrance, Cal.	1, 2, 3, 3B.
Tillman, Cal.	1, 2, 3, 3A, 14.
*Tweedy, Cal.	1, 2, 3, 3B.
897 Vallejo Junction, Cal.	1, 2, 3, 3A, 14.
*Vernondale, Cal.	1, 2, 3, 3B.
*Vigorit, Cal.	1, 2, 3, 3A, 14.
*Vine Hill, Cal.	4, 5, 5A.
*Watson, Cal.	1, 2, 3, 3B.
West Alameda, Cal.	1, 2, 3, 3A, 14.
West Berkeley, Cal.	1, 2, 3, 3A, 14.
Western Pacific Mole, Cal.	5B, 9A, 9B.
*Western Street, Cal.	1, 2, 3, 3B.
*Wildasin, Cal.	4, 5, 8.
Wilmington, Cal.	1, 2, 3, 3B.
*Wiseburn, Cal.	4, 5, 8.
Workman, Cal.	4A, 4B, 9.
*Zinc, Cal.	4A, 4B, 9.

FOOTNOTE.—For rates which apply to San Francisco and East San Pedro, Cal., on traffic destined to and consigned through to Alaska and points located on or tributary to Yukon River or to Hawaiian Islands and to East San Pedro, Cal., on traffic destined and consigned through to points in Mexico, Central America, and South America, see page 21.

(R) Reduction in rates.

Interstate Commerce Commission, Division of Tariffs, May 22, 1914.

Statement showing rates on various commodities from California terminals to New York via Southern Pacific R. R. and Morgan Line compared with rates via other routes.

Rates in cents per 100 pounds.

Commodities, carloads.	June 17, 1905.		Jan. 10, 1898.		July 16, 1893.		Jan. 18, 1900.		Oct. 12, 1903.		Jan. 1, 1909.		
	Via Morgan Line.	Other line.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	
Asbestos.....	120	120	120	120			75	75	(4)	75	65	75	To date.
Barley, whole, in sacks.....			75	100			75	75			85	85	To date.
Beans.....	80	a 100	75	100			75	75			85	85	To date.
Copper cement.....	120	120	70	100			75	75			80	80	To date.
Coffee, green, in sacks.....	80	b 100	75	100			100	100			80	80	To date.
Canned goods (fish, fruits, meats), vegetables, and preserved fruit.....			75	75			75	75			85	85	To date.
Honey, strained, in tin, boxed.....	a 75	110					110	110			100	100	To date.
Seed, alfalfa.....	75	125					75	75			120	125	To date.
Antimony ore.....			50	100			100	100			125	125	To date.
Glue.....			75	120			75	75			85	85	To date.
Infusorial earth.....			75	100			75	75			85	85	To date.
Lees, wine.....			75	100			75	75			85	85	To date.
Mating, china.....			75	100			75	75			85	85	To date.
Oil, rod.....			75	100			75	75			85	85	To date.
Quicksilver.....			75	155			75	75			85	85	To date.
Rice, in packages.....			75	100			75	75			85	85	To date.
Seed, mustard.....			75	100			75	75			85	85	To date.
Shells, sea, n. o. s.....			75	100			75	75			85	85	To date.
Tallow.....			75	100			75	75			85	85	To date.
900-901 Tea and tea dust.....			100	100			100	100			100	100	To date.
Wheat in sacks.....			75	100			75	75			85	85	To date.
Wool in grease, compressed.....			80	100			80	80			100	100	To date.
Dyewoods.....			120	120			120	120			140	140	To date.
Extracts bark, in packages.....			120	120			120	120			140	140	To date.
Fruits, dried, Pacific coast products, including raisins, prunes, and figs.....			100	100			100	100			110	110	To date.
Nuts, edible.....			130	130			130	130			140	140	To date.

[For footnotes see page 1612.]

Statement showing rates on various commodities from California terminals to New York via Southern Pacific R. R., etc.—Continued.

Commodities, carloads.	June 17, 1895.		January 10, 1898.		July 16, 1898.		January 18, 1900.		Oct. 12, 1903.		Jan. 1, 1909.		To date.
	Via Morgan Line.	Other line.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	Morgan or Mal-lory.	Other routes.	
Oil, olive, in packages.	175	175	.....	.....	100	100	.....	.....	.....	.....	To date.
Agricultural implements, reapers, etc.	135	135	.....	.....	75	75	.....	.....	.....	.....	( )
Bags, burlap, and gunny.	120	120	.....	.....	.....	.....	.....	.....	85	85	()
Chocolate and cocoa, boxed.	100	100	.....	.....	.....	.....	.....	.....	90	90	()
Medicines, patent, proprietary, etc.	100	100	.....	125	.....	.....	.....	.....	75	75	()
Oil, cocoanut, fish, look, red, whale, etc.	110	110	.....	.....	.....	.....	.....	.....	150	150	()
Soap, in packages.	100	100	.....	.....	75	75	.....	.....	115	115	90
Vinegar, in wood.	100	100	.....	.....	.....	.....	.....	.....	80	80	To date.
Lower via Morgan Line.	To date.
Lower via other routes.	To date.
Via Morgan Line only.	To date.
Via other routes only.	To date.

REFERENCES:

- Effective Oct. 31, 1895.
- Effective July 18, 1913.
- Withdrawn May 9, 1898.
- Withdrawn Oct. 12, 1903.
- Withdrawn Jan. 18, 1900.
- Withdrawn July 1, 1902.
- Effective June 5, 1909.
- Effective Aug. 19, 1912.
- Withdrawn Aug. 19, 1912.
- Withdrawn Jan. 1, 1900.

AUGUST 25, 1914.

Memorandum.

"California terminals" include San Francisco, Sacramento, Marysville, Stockton, Benicia, South Vallejo, Port Costa, Crockett, Richmond, Oakland, San Jose, Los Angeles, San Diego, and National City, Cal., and points in California in contiguous territory specifically shown in attached photograph, pages 17 and 18, taken from "Trans-Continental Tariff."

Points to which rates named herein apply.

"California terminals."

Rates shown herein as applying to "California terminals" will apply to the points designated below, via the gateways indicated opposite each point. (See Exceptions, page 20.)

Western gateways.

Alameda, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Alcatraz, Cal.....	4, 5, 5A, 17, 18.
*Ambrose, Cal.....	4, 5, 5A.
Antioch, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14, 17.
*Ardmore, Cal.....	1, 2, 3, 3B.
Avon, Cal.....	1, 2, 3, 3A, 14.
003 Bay Point, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14, 17, 18.
*Bells (Los Angeles Co.), Cal.....	4A, 4B, 9.
Benicia, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Berkeley, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14.
Berkeley (Carlton St.), Cal.....	1, 2, 3, 3A, 14, 17, 18.
Berkeley (Powell St.), Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Bird, Cal.....	1, 2, 3, 3B.
*Bixby, Cal.....	1, 2, 3, 3B, 4A, 4B, 9.
*Blume, Cal.....	4, 5, 5A.
*Brighton Beach, Cal.....	4A, 4B, 9.
*Bruce, Cal.....	4, 5, 5A.
*Burnett (Los Angeles Co.), Cal.....	4A, 4B, 9.
*Centinela, Cal.....	4, 5, 8.
Central Avenue, Cal.....	4, 5, 8.
*Cerritos Oil Spur, Cal.....	4A, 4B, 9.
Christie, Cal.....	4, 5, 5A.
Clay Pit, Cal.....	4, 5, 5A, 6, 7, 8.
Clearwater, Cal.....	4A, 4B, 9.
Compton, Cal.....	1, 2, 3, 3B.
*Corbin, Cal.....	1, 2, 3, 3A, 14.
Coronado, Cal.....	4, 5, 6, 7, 8.
004 Coronado Heights, Cal.....	4, 5, 6, 7, 8.
*County Farm, Cal.....	4A, 4B, 9.
Crockett, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Cudahay, Cal.....	1, 2, 3, 3B, 4A, 4B, 9.
*Dadsworth, Cal.....	1, 2, 3, 3B.

*For key to numbers, see p. 19.

Western gateways.

*Dolanco, Cal.....	1, 2, 3, 3B.
*Dolores, Cal.....	1, 2, 3, 3B.
Dominguez, Cal.....	1, 2, 3, 3B.
Dupont, Cal.....	4, 5, 5A, 17, 18.
*Dwight, Cal.....	4, 5, 5A.
*Earl, Cal.....	1, 2, 3, 3B.
East Oakland, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
East San Pedro, Cal. (see foot note).....	4A, 4B, 9.
*E. Wilmington, Cal.....	4A, 4B, 9.
*Eckley, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Elftman, Cal.....	1, 2, 3, 3B.
Elmhurst, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
El Segundo, Cal.....	4, 5, 8.
Emery, Cal.....	1, 2, 3, 3A, 14, 17, 18.
905 Fitchburg, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Fleming, Cal.....	1, 2, 3, 3A, 14.
Florence, Cal.....	1, 2, 3, 3B.
*Fruitland, Cal.....	4A, 4B, 9.
Fruitvale, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Garnsey, Cal.....	4, 5, 8.
*Gaspur, Cal.....	1, 2, 3, 3B.
*Gateley, Cal.....	4, 5, 5A.
Giant, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Glen Fraser, Cal.....	4, 5, 5A.
*Granger, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Hercules, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Hermosa Beach, Cal.....	4, 5, 8.
Hobart, Cal.....	4, 4A, 4B, 5, 8, 9.
*Hyde Park, Cal.....	4, 5, 8.
Hynes, Cal.....	4A, 4B, 9.
Inglewood, Cal.....	4, 5, 8.
Kohler, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Krieger, Cal.....	1, 2, 3, 3A, 14.
906 *Lawn, Cal.....	4, 5, 8.
*Livny, Cal.....	1, 2, 3, 3A, 14.
Long Beach, Cal.....	1, 2, 3, 3B, 4A, 4B, 9.
Los Angeles, Cal.....	1, 2, 3, 4, 4A, 9.
*Los Medanos, Cal.....	1, 2, 3, 3A, 14.
*Luzon (Contra Costa Co.), Cal.....	4, 5, 5A.
*Lynwood, Cal.....	1, 2, 3, 3B.
McAvoy, Cal.....	1, 2, 3, 3A, 14.
*Mail Dock, Cal.....	1, 2, 3, 3A, 14.
Maltby, Cal.....	4, 5, 5A.
*Manhattan Beach, Cal.....	4, 5, 8.
Marmaroas, Cal.....	4, 5, 6, 7, 8.
Martinez, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Marysville, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
Melrose (Alameda Co.), Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
*Mococo, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Mountain View, Cal.....	1, 2, 3, 3A, 14.
Muir, Cal.....	4, 5, 5A.
*Nadeau Park, Cal.....	1, 2, 3, 3B, 4, 5, 8.
National City, Cal.....	4, 5, 8.

Western gateways.

N. C. & O. Junction, Cal.....	4, 5, 6, 7, 8.
*Nevada Dock, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Nichols, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 5B, 14.
*Nitro, Cal.....	1, 2, 3, 3A, 14.
*Nobel, Cal.....	1, 2, 3, 3A, 14.
Oakland, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 5B, 9A, 9B, 10, 11, 11A (C. L. only), 12, 12B, 12C (C. L. only), 13, 14, 15, 16, 18 (L. C. L. only).
Oakland Wharf, Cal.....	1, 2, 3, 3A, 14.
*Ocean Avenue, Cal.....	1, 2, 3, 3B.
*Oleum, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Opaco, Cal.....	4, 5, 5A.
*Ostend, Cal.....	4A, 4B, 9.
Otay Wells, Cal.....	4, 5, 6, 7, 8.
Otay Wells Junction, Cal.....	4, 5, 6, 7, 8.
*Pacheco, Cal.....	4, 5, 5A.
Pacific Siding, Cal.....	4, 5, 6, 7, 8.
Pacsteel, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Paraffin, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Peeco, Cal.....	4, 5, 5A.
*Peyton, Cal.....	1, 2, 3, 3A, 4, 5, 8, 14, 17.
Pinole, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14.
Pittsburg, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14, 17.
Port Costa, Cal.....	1, 2, 3, 3A, 14, 17, 18.
Posen, Cal.....	1, 2, 3, 3A, 14.
*Potter, Cal.....	1, 2, 3, 3A, 14.
(R) Power, Cal.....	4A, 4B, 9.
*Prince (Contra Costa Co.), Cal.....	1, 2, 3, 3A, 14.
*Race Track, Cal.....	1, 2, 3, 3A, 14.
*Redo, Cal.....	4, 5, 5A.
Redondo Beach, Cal.....	4, 5, 8.
Redwood, Cal.....	1, 2, 3, 3A, 14, 17, 18.
*Rheem, Cal.....	4, 5, 5A.
Richmond, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14.
*Richmond Belt Ry. (all points), Cal.....	1, 2, 3, 3A, 4, 5, 5A, 14, 17.
Rodeo, Cal.....	1, 2, 3, 3A, 14.
*Rowley, Cal.....	4, 5, 8.
Sacramento, Cal.....	1, 2, 3, 3A, 5A, 9A, 9B, 14.
Salt Works, Cal.....	4, 5, 6, 7, 8.
San Diego, Cal.....	4, 5, 8.
San Francisco, Cal. (see footnote).....	1, 2, 3, 3A, 4, 5, 5A, 5B, 9A, 9B, 10, 11 11A, 12, 12A, 12C, 13, 13A, 14, 15.
San Jose, Cal.....	1, 2, 3, 3A, 14.
San Leandro, Cal.....	1, 2, 3, 3A, 5B, 9A, 9B, 14.
San Pablo, Cal.....	1, 2, 3, 3A, 4, 5, 5A.
San Pedro, Cal.....	1, 2, 3, 3B.
Sand Pit, Cal.....	4, 5, 6, 7, 8.
Santa Clara, Cal.....	1, 2, 3, 3A, 14.
Schindler, Cal.....	4, 5, 5A.
Schmidt, Cal.....	4, 5, 5A.
Seaside (Los Angeles Co.) Cal.....	4A, 4B, 9.
Sedan, Cal.....	1, 2, 3, 3A, 14.
Selby, Cal.....	1, 2, 3, 3A, 14, 17, 18.

Western gateways.

910	Seminary Park, Cal.....	1, 2, 3, 3A, 14.
	*Seventh St., Cal.....	4A, 4B, 9.
	*Shellmound, Cal.....	1, 2, 3, 3A, 14.
	*Slauson, Cal.....	4, 5, 8.
	*Sobrante, Cal.....	1, 2, 3, 3A, 14.
	So. San Francisco, Cal.....	1, 2, 3, 3A, 14, 17, 18.
	South Vallejo, Cal.....	1, 2, 3, 3A, 14, 17, 18.
	Stego, Cal.....	1, 2, 3, 3A, 14.
	Stockton, Cal.....	1, 2, 3, 3A, 4, 5, 5A, 5B, 9A, 9B, 14.
	Stockyards, Cal.....	1, 2, 3, 3A, 14.
	Sunnyvale, Cal.....	1, 2, 3, 3A, 14.
	Tent City, Cal.....	4, 5, 6, 7, 8.
	Terminal Island, Cal.....	4A, 4B, 9.
	Thenard, Cal.....	1, 2, 3, 3B.
	*Thenard, Cal.....	4A, 4B, 9.
	*Tomey, Cal.....	1, 2, 3, 3A, 14.
	Torrance, Cal.....	1, 2, 3, 3B.
	Tillman, Cal.....	1, 2, 3, 3A, 14.
	*Tweedy, Cal.....	1, 2, 3, 3B.
911	Vallejo Junction, Cal.....	1, 2, 3, 3A, 14.
	*Vernondale, Cal.....	1, 2, 3, 3B.
	*Vigorit, Cal.....	1, 2, 3, 3A, 14.
	*Vine Hill, Cal.....	4, 5, 5A.
	*Watson, Cal.....	1, 2, 3, 3B.
	West Alameda, Cal.....	1, 2, 3, 3A, 14.
	West Berkeley, Cal.....	1, 2, 3, 3A, 14.
	Western Pacific Mole, Cal.....	5B, 9A, 9B.
	*Western Street, Cal.....	1, 2, 3, 3B.
	*Wildasin, Cal.....	4, 5, 8.
	Wilmington, Cal.....	1, 2, 3, 3B.
	*Wiseburn, Cal.....	4, 5, 8.
	Workman, Cal.....	4A, 4B, 9.
	*Zinc, Cal.....	4A, 4B, 9.

FOOTNOTE.—For rates which apply to San Francisco and East San Pedro, Cal., traffic destined to and consigned through to Alaska and points located on or tributary to Yukon River or to Hawaiian Islands and to East San Pedro, Cal., on traffic destined to and consigned through to points in Mexico, Central America, and South America, page 21.

(R) Reduction in rates.

912 PETITIONER'S EXHIBIT (TOPPING) No. 32, SEPTEMBER 25, 1912

Only two supplements to this tariff may be in force at any time.
I. C. C. No. 3088.

[For canceled issues, see page 2.]

Southern Pacific Company (Pacific System) and Arizona & Colorado R. R. Co., Arizona Southern R. R. Co., Boca & Loyaltown R. R. Co., Eureka & Palisade Ry. Co., Gila Valley, Globe & Northern R. R. Co., Nevada & California Ry., Nevada-California-Oregon R. R. Co.

* For key to numbers, see p. 19.

Sierra Valleys Ry., in connection with Southern Pacific Company's Atlantic steamship lines, "Morgan Line," and participating carriers named on page 4 (via Galveston, Tex., or New Orleans, La.).

Joint freight tariff No. 426.

[For canceled issues, see page 2.]

913 Naming commodity rates for transportation of freight from points in Arizona, California, Nevada, New Mexico, and Utah to points in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia (as shown herein).

Issued November 20, 1908. Effective January 1, 1909.

Issued by G. W. Luce, general freight agent, San Francisco, Cal.

Approved by H. A. Jones, freight traffic manager, San Francisco, Cal.

Mailed I. C. C. November 20, 1908. (11-14-08-5000). Authy. 13665.

914 (Pages 6 and 7:) Points from which rates named herein apply—Continued. (See pages 18 to 22, inclusive.)

States.	Roads on which located.	Group No.		
ARIZONA—contd.				
Solomon.....	G. V. G. & N.....			
Sonita.....	S. P. Co.....			
Tanque.....	G. V. G. & N.....			
Tucson.....	S. P. Co.....	1		
Vail.....	S. P. Co.....	1		
Washington Camp.....	Chris. Wilson's team line.....			
Wellton.....	S. P. Co.....	1		
Willcox.....	S. P. Co.....	1		
Yuma.....	S. P. Co.....	1		
CALIFORNIA.				
Aberdeen.....	N. & C. Ry.....			
Ager.....	S. P. Co.....			
Alvord.....	N. & C. Ry.....			
Amedee.....	N. C. O. Ry.....			
Beckwith.....	S. V. Ry.....			
915 Benton.....	N. & C. Ry.....			
Bigelow.....	N. & C. Ry.....			
Black Canyon.....	N. & C. Ry.....			
Brockmans.....	N.-C.-O. Ry.....			
Cameron.....	N.-C.-O. Ry.....			
Chalfant.....	N. & C. Ry.....			
Chat.....	N.-C.-O. Ry.....			
Chilcoat.....	S. V. Ry.....			
Citrus.....	N. & C. Ry.....			
Constantia.....	N.-C.-O. Ry.....			

States.	Roads on which located.	Group No.	
CALIFORNIA—contd.			
Dorris.....	C. N. Ry.....		
Doyle.....	N.-C.-O. Ry.....		
Elna.....	N. & C. Ry.....		
Francis.....	N. & C. Ry.....		
Granite.....	N.-C.-O. Ry.....		
Hammil.....	N. & C. Ry.....		
Horse Lake.....	N.-C.-O. Ry.....		
Hot Springs.....	N.-C.-O. Ry.....		
Inyo.....	N. & C. Ry.....		
Italy.....	N.-C.-O. Ry.....		
Keeler.....	N. & C. Ry.....		
916 Laws.....	N. & C. Ry.....		
Likely.....	N.-C.-O. Ry.....		
Liegan.....	N.-C.-O. Ry.....		
Madeline.....	N.-C.-O. Ry.....		
Moffett.....	N.-C.-O. Ry.....		
Mt. Whitney.....	N. & C. Ry.....		
Murray.....	N.-C.-O. Ry.....		
Owenyo.....	N. & C. Ry.....		
Plumas.....	S. V. Ry.....		
Polita.....	N. & C. Ry.....		
Purdy.....	N.-C.-O. Ry.....		
Red Canyon.....	N.-C.-O. Ry.....		
Secret Valley.....	N.-C.-O. Ry.....		
Summit.....	N.-C.-O. Ry.....		
Swansea.....	N. & C. Ry.....		
Termo.....	N.-C.-O. Ry.....		
U. C. Spur.....	N.-C.-O. Ry.....		
Vinton.....	S. V. Ry.....		
Waverly.....	N.-C.-O. Ry.....		
917 NEVADA.			
Akbar.....	S. P. Co.....	2	
Alazon.....	S. P. Co.....	2	
Anthony.....	S. P. Co.....	2	
Argenta.....	S. P. Co.....	2	
Argo.....	S. P. Co.....	2	
Avenel.....	S. P. Co.....	2	
Battle Mountain.....	S. P. Co.....	2	
Banvard.....	S. P. Co.....	2	
Barth.....	S. P. Co.....	2	
Basalt.....	N. & C. Ry.....		
Belleville.....	N. & C. Ry.....		
Benin.....	S. P. Co.....	2	
Beowawe.....	S. P. Co.....	2	
Brown.....	S. P. Co.....	2	
Carlin.....	S. P. Co.....	2	
Cedar.....	S. P. Co.....	2	
Churchill.....	N. & C. Ry.....		
Clark.....	S. P. Co.....	2	
Cluro.....	S. P. Co.....	2	
918 Cobre.....	S. P. Ry.....	2	
Coin.....	S. P. Ry.....	2	
Calvada (Cal.-Nev. line).....	S. P. Ry.....		
Comus.....	S. P. Ry.....	2	
Cosgrave.....	S. P. Ry.....	2	
C. R. & M. S. Co.'s siding.....	S. P. Ry.....	2	
Deeth.....	S. P. Ry.....	2	
Derby.....	S. P. Ry.....	2	
Desert.....	S. P. Ry.....	2	

States.	Roads on which located.	Group No.		
NEVADA—contd.				
tiho.....	S. P. Ry.....	2	3	
odon.....	S. P. Ry.....	2	3	
glon.....	S. P. Ry.....	2	3	
lbuz.....	S. P. Ry.....	2	3	
iko.....	S. P. Ry.....	2	3	
ex Ice House.....	S. P. Ry.....	2	3	
reka.....	E. & P. Ry. Co.....			
abis.....	S. P. Co.....	2	3	
arrel.....	S. P. Co.....	2	3	
enelon.....	S. P. Co.....	2	3	
erley.....	S. P. Co.....	2	3	
Fleish.....	S. P. Co.....			
Francis.....	N. C. O. Ry.....			
Gerald.....	S. P. Co.....	2	3	
Gila.....	N. & C. Ry.....			
lipin.....	S. P. Co.....	2	3	
lcondra.....	S. P. Co.....	2	3	
ante Point.....	S. P. Co.....	2	3	
aled.....	S. P. Co.....	2	3	
alleck.....	S. P. Co.....	2	3	
amey.....	S. P. Co.....	2	3	
azen.....	S. P. Co.....	2	3	
arin.....	S. P. Co.....	2	3	
alborn.....	S. P. Co.....	2	3	
umboldt.....	S. P. Co.....	2	3	
uxley.....	S. P. Co.....	2	3	
arue.....	S. P. Co.....	2	3	
lay.....	S. P. Co.....	2	3	
m Point.....	S. P. Co.....	2	3	
de.....	S. P. Co.....	2	3	
w.....	S. P. Co.....	2	3	
Kinhead.....	N. & C. Ry.....			
Kodak.....	S. P. Co.....	2	3	
Ladoga.....	S. P. Co.....	2	3	
mar.....	S. P. Co.....	2	3	
rtion.....	S. P. Co.....	2	3	
ray.....	S. P. Co.....	2	3	
relock.....	S. P. Co.....	2	3	
ning.....	N. & C. Ry.....			
va.....	S. P. Co.....	2	3	
rmol.....	S. P. Co.....	2	3	
mie.....	S. P. Co.....	2	3	
ll City.....	S. P. Co.....	2	3	
riam.....	S. P. Co.....	2	3	
gul.....	S. P. Co.....	2	3	
leen.....	S. P. Co.....	2	3	
ntello.....	S. P. Co.....	2	3	
or.....	S. P. Co.....	2	3	
el.....	S. P. Co.....	2	3	
le.....	S. P. Co.....	2	3	
di.....	S. P. Co.....	2	3	
Natchez.....	S. P. Co.....	2	3	
Noble.....	S. P. Co.....	2	3	
Ocala.....	S. P. Co.....	2	3	
ar.....	S. P. Co.....	2	3	
ana.....	S. P. Co.....	2	3	
io.....	S. P. Co.....	2	3	
made.....	S. P. Co.....	2	3	
san.....	S. P. Co.....	2	3	
sa.....	S. P. Co.....	2	3	
uop.....	S. P. Co.....	2	3	

State.	Roads on which located.	Group No.		
NEVADA—contd.				
Perth.....	S. P. Co.....	2		
Piute.....	S. P. Co.....	2		
Preble.....	S. P. Co.....	2		
Prison track.....	S. P. Co.....	2		
Queen.....	N. & C. Ry.....			
Rasid.....	S. P. Co.....	2		
Reno.....	S. P. Co.....	2		
Rhodes.....	N. & C. Ry.....			
Rio Vista.....	N. & C. Ry.....			
Rose Creek.....	S. P. Co.....	2		
Rosny.....	S. P. Co.....	2		
Rye Patch.....	S. P. Co.....	2		
922 Ryndon.....	S. P. Co.....	2		
Schurz.....	N. & C. Ry.....			
Silex.....	N. & C. Ry.....			
Sparks.....	S. P. Co.....	2		
Stone House.....	S. P. Co.....	2		
Summit.....	N. C. O. Ry.....			
Sunland.....	N. & C. Ry.....			
Tecoma.....	S. P. Co.....	2		
Thisbe.....	S. P. Co.....	2		
Tonka.....	S. P. Co.....	2		
Toulon.....	S. P. Co.....	2		
Tulasco.....	S. P. Co.....	2		
Tule.....	S. P. Co.....	2		
Tyrol.....	S. P. Co.....	2		
Ullin.....	S. P. Co.....	2		
Upsal.....	S. P. Co.....	2		
Valery.....	S. P. Co.....	2		
Valley Pass.....	S. P. Co.....	2		
Valmy.....	S. P. Co.....	2		
Verdi.....	S. P. Co.....	2		
923 Vista.....	S. P. Co.....	2		
Vivian.....	S. P. Co.....	2		
Wabuska.....	N. & C. Ry.....			
Ware.....	S. P. Co.....	2		
Wells.....	S. P. Co.....	2		
Winnemucca.....	S. P. Co.....	2		
Woolsey.....	S. P. Co.....	2		
Wright.....	S. P. Co.....	2		
Zola.....	S. P. Co.....	2		
NEW MEXICO.				
Aden.....	S. P. Co.....	1		
Cambray.....	S. P. Co.....	1		
Deming.....	S. P. Co.....	1		
Gage.....	S. P. Co.....	1		
Lanark.....	S. P. Co.....	1		
Lordsburg.....	S. P. Co.....	1		
Rio Grande.....	S. P. Co.....	1		
Separ.....	S. P. Co.....	1		
Steins.....	S. P. Co.....	1		
924	UTAH.			
Balfour.....	S. P. Co.....			
Blue Creek.....	S. P. Co.....			
Bovine.....	S. P. Co.....			
Corinne.....	S. P. Co.....			
Dathol.....	S. P. Co.....			

States.	Roads on which located.	Group No.		
UTAH—continued.				
artney.....	S. P. Co.....			3
ansen.....	S. P. Co.....			3
elton.....	S. P. Co.....			3
olmar.....	S. P. Co.....			3
alro.....	S. P. Co.....			3
atlin.....	S. P. Co.....			3
etaurus.....	S. P. Co.....			3
onument.....	S. P. Co.....			3
mhey.....	S. P. Co.....			3
epin.....	S. P. Co.....			3
ramontory.....	S. P. Co.....			3
onel.....	S. P. Co.....			3
okas.....	S. P. Co.....			3
urbon.....	S. P. Co.....			3
araco.....	S. P. Co.....			3
mbria Junction.....	S. P. Co.....			3

(Extract from page 17:)

Routes.

Route No. 1: Via Southern Pacific Co., via Rio Grande, N. M., and Galveston, Harrisburg & San Antonio Ry Co.; Texas & New Orleans R. Co.; Louisiana Western R. R. Co.; Morgan's Louisiana & Texas R. R. & S. S. Co., via New Orleans, La.; Southern Pacific Co.'s Atlantic steamship lines (Morgan Line) and New York pier. Or Galveston, Harrisburg & San Antonio Ry. Co., via Galveston, Tex.; Southern Pacific Co.'s Atlantic steamship lines (Morgan Line) and New York pier.

Route No. 2: Via Southern Pacific Co., via Rio Grande, N. M., and Galveston, Harrisburg & San Antonio Ry. Co.; Texas & New Orleans R. Co.; Louisiana Western R. R. Co.; Morgan's Louisiana & Texas R. & S. S. Co., via New Orleans, La.; Southern Pacific Co.'s Atlantic steamship lines (Morgan Line) via New York pier and eastern connections parties to this tariff. Or Galveston, Harrisburg & San Antonio Ry. Co., via Galveston, Tex.; Southern Pacific Co.'s Atlantic steamship lines (Morgan Line) via New York pier and eastern connections parties to this tariff.

(From page 22): Commodity rates—Continued.

Commodity.	From—	To—	Rate in cents per 100 lbs.	Routing.
Wool, in grease, carloads; minimum carload weight, 20,000 lbs.	Corinne, Utah; Marmol, Nev.; and points shown in group 3, pages 6 and 7.	New York, N. Y.; Boston, Mass.; and points shown on pages 8 to 12, inclusive, as taking group 4 rates.	207½	Via route 1 (page 17).

NOTE 1.—The privilege of stopping at Reno, Nev., wool originating at Tecoma, Nev., and points intermediate to Reno, Nev., in transit to destination is extended to shippers for the purpose of preparing packages for through shipment; in such cases, in addition to the freight charges from original point of shipment to final destination, there will be assessed for handling to and from the warehouse at Reno, Nev., 30 cents per 100 lbs., which will accrue to So. Pac. Co. (Pac. Sys.).

NOTE 2.—When the minimum carload weight or more is shipped in one day by one consignor to one consignee, covered by one bill of lading, the above carload rate shall apply on the entire lot although it may be less than two or more carload lots. The first car or cars must be loaded to their full capacity, and are subject to minimum weight of 20,000 lbs. The actual weight of the remainder, provided it is loaded in box cars, to be charged for at the carload rate, reference being made on the waybill for the remainder of the lot to the waybill for the full carload or loads.

928 PETITIONER'S EXHIBIT NO. 33, SEPTEMBER 30, 1914.

(Memoranda prepared by Mr. J. C. Stubbs, appearing at pages 3397 to 3403 of the printed record in United States versus Union Pacific Railroad Company, volume 7.)

Memoranda

Showing method used to divide (distribute) transcontinental freight rates, namely: Arbitrary allowances for river and bay transfer, and the distribution of the remainder by percentages—illustrated by application to a rate of \$1.00 per 100 pounds—from each of several important shipping points (which are representative points for a group) to San Francisco.

Same formulas are applicable to any rate between same points.

1. Omaha to San Francisco via Ogden:

Deduct 5 cents per 100 lbs. (San Francisco Bay) remainder—	
Line Omaha to Ogden, 54%-----	51.3
Line Ogden to San Francisco, 46%+5¢-----	48.7
	<hr/> \$1.00

929 2. Council Bluffs to San Francisco via Ogden:

Deduct 10 cents per 100 lbs. (Missouri River bridge 5¢ San Francisco Bay, 5¢) remainder—	
Line Council Bluffs to Ogden 54%+5¢-----	53.6
Line Ogden to San Francisco 46%+5¢-----	46.4
	<hr/> \$1.00

1. Kansas City to San Francisco via Ogden:	
Same as No. 1.	
4. Kansas City to San Francisco via El Paso:	
Deduct 5¢ per 100 lbs. (San Francisco Bay) remainder—	
Line Kansas City to El Paso, 47.3%-----	44.9
Line El Paso to San Francisco, 52.7%+5¢-----	55.1
	<hr/>
	\$1.00
5. St. Louis to San Francisco via Co. Bluffs and Ogden:	
Line St. Louis to Co. Bluffs, 11%-----	11.
Remainder same as No. 2—	
Co. Bluffs to Ogden-----	47.7
Ogden to San Francisco-----	41.3
	<hr/>
	\$1.00
6. St. Louis to San Francisco via Kansas City and Ogden:	
Line St. Louis to Kansas City, 11%-----	11.
Remainder same as No. 3 and No. 1, viz—	
Line Kansas City to Ogden-----	45.4
Line Ogden to San Francisco-----	43.6
	<hr/>
	\$1.00
7. St. Louis to San Francisco via El Paso:	
Deduct 5 cents per 100 lbs.	
(San Francisco Bay) remainder—	
Line St. Louis to El Paso, 51%-----	48.45
Line El Paso to San Francisco, 49%+5¢-----	51.55
	<hr/>
	\$1.00
8. St. Louis to San Francisco via New Orleans:	
Deduct 5 cents per 100 lbs.	
(San Francisco Bay) remainder—	
Line El Paso to San Francisco, 49%+5¢-----	51.5
Remainder—	
Line New Orleans to El Paso, 62.5%-----	30.3
Line St. Louis to New Orleans, 37.5%-----	18.2
	<hr/>
	\$1.00
9. Chicago to San Francisco via Co. Bluffs and Ogden:	
Deduct 5 cents per 100 lbs.	
(Missouri River bridge) remainder—	
Line Chicago to Co. Bluffs, 15%-----	14.2
Remainder plus 5¢ per 100 lbs. same as No. 2—	
Line Co. Bluffs to Ogden-----	45.9
Line Ogden to San Francisco-----	39.9
	<hr/>
	\$1.00
Chicago to San Francisco via Kansas City and Ogden:	
Deduct 5 cents per 100 lbs.	
(Missouri River bridge) remainder—	
Line Chicago to Kansas City, 15%-----	14.2
Remainder plus 5¢ per 100 lbs. same as No. 1 & 3—	
Line Kansas City to Ogden-----	43.6
Line Ogden to San Francisco-----	42.2
	<hr/>
	\$1.00

11. Chicago to San Francisco via Kansas City and El Paso:

Deduct 5 cents per 100 lbs.

(Missouri River bridge) remainder—

	Line Chicago to Kansas City, 15%-----	14.2
932	Remainder plus 5¢ per 100 lbs. same as No. 4—	
	Line Kansas City to El Paso-----	38.2
	Line El Paso to San Francisco-----	47.6

\$1.00

12. Chicago to San Francisco via New Orleans:

Deduct 10 cents per 100 lbs.

(Cairo, 2¢; New Orleans, 3¢; San Francisco, 5¢) remainder—

	Line Chicago to New Orleans, 24.3% + 2¢-----	23.9
	Line New Orleans to El Paso, 32.2% + 3¢-----	32
	Line El Paso to San Francisco, 43.5% + 5¢-----	41.1

\$1.00

13. Cincinnati to San Francisco via Chicago & Co. Bluffs:

	Line Cincinnati to Chicago, 12%-----	12
	Remainder same as No. 9, viz—	
	Line Chicago to Council Bluffs-----	12.4
	Line Council Bluffs to Ogden-----	40.4
	Line Ogden to San Francisco-----	35.2

\$1.00

933 14. Cincinnati to San Francisco via St. Louis & Kansas City:

Line Cincinnati to E. St. Louis, 15.5%-----

Remainder—deduct (2¢ per 100 lbs. Mississippi River)—

Line E. St. Louis to Kansas City, 11% + 2¢-----

Remainder same as No. 3 and 1, viz—

Line Kansas City to Ogden-----

Line Ogden to San Francisco-----

\$1.00

15. Cincinnati to San Francisco via St. Louis & El Paso:

Line Cincinnati to St. Louis, 15½%-----

Deduct 7 cents per 100 lbs. (Mississippi River, 2¢; San Francisco Bay, 5¢), remainder—

Line St. Louis to El Paso, 51% + 2¢-----

Line El Paso to San Francisco, 49% + 5¢-----

\$1.00

16. On traffic from Cincinnati, Pittsburg, and New York to San Francisco via New Orleans, the Southern Pacific Company west of El Paso receives the same revenue as on traffic routed via St. Louis.

934 17. Cincinnati to San Francisco via New Orleans:

Deduct Southern Pacific Company west of El Paso proportion as per No. 15, viz, 43 cents; remaining 57 cents divides—

Deduct 3¢ per 100 lbs. (New Orleans transfer), remainder—

Line Cincinnati to New Orleans, 40½%-----

Line New Orleans to El Paso, 59½% + 3¢-----

Line El Paso to San Francisco-----

\$1.00

18. Pittsburg to San Francisco via Chicago & Co. Bluffs:	
Line Pittsburg to Chicago, 15%-----	15.
Remainder same as No. 9, viz—	
Line Chicago to Council Bluffs-----	12.
Line Council Bluffs to Ogden-----	39.
Line Ogden to San Francisco-----	34.
	<hr/>
	\$1.00
19. Pittsburg to San Francisco via St. Louis & Kansas City:	
Line Pittsburg to E. St. Louis, 18½%-----	18.5
Remainder—deduct 2¢ per 100 lbs. (Mississippi River)—	
Line E. St. Louis to Kansas City, 11%+2¢-----	10.7
Remainder same as No. 3 and 1, viz—	
Line Kansas City to Ogden-----	35.5
Line Ogden to San Francisco-----	35.3
	<hr/>
	\$1.00
20. Pittsburg to San Francisco via St. Louis & El Paso:	
Line Pittsburg to St. Louis, 18½%-----	18.5
Deduct 7 cents per 100 lbs. (Mississippi River, 2¢; San Francisco Bay, 5¢), remainder—	
Line St. Louis to El Paso, 51%+2¢-----	40.
Line El Paso to San Francisco, 49%+5¢-----	41.5
	<hr/>
	\$1.00
21. Pittsburg to San Francisco via Cincinnati & New Orleans:	
Deduct Southern Pacific Company west of El Paso proportion as per No. 20 (see No. 16), viz, 41.5¢; remaining 58.5¢ divides—	
Line Pittsburg to Cincinnati, 13% of gross rate-----	13.
Remaining 45.5¢ divides—	
Deduct 3¢ per 100 lbs. (New Orleans transfer)—	
Line Cincinnati to New Orleans, 40.5%-----	17.2
Line New Orleans to El Paso, 59.5%+3¢-----	28.3
Line El Paso to San Francisco-----	41.5
	<hr/>
	\$1.00
22. New York to San Francisco via Chicago & Co. Bluffs:	
Line New York to Chicago, 25%-----	25
Remainder same as No. 9, viz—	
Line Chicago to Council Bluffs-----	10.5
Line Council Bluffs to Ogden-----	34.4
Line Ogden to San Francisco-----	30.1
	<hr/>
	\$1.00
23. New York to San Francisco via St. Louis & Kansas City:	
Line New York to E. St. Louis, 20%-----	20
Remainder—deduct 2¢ per 100 lbs. (Mississippi River)—	
Line E. St. Louis to Kansas City, 11%+2¢-----	9.6
Remainder same as No. 3 & 1, viz—	
Line Kansas City to Ogden-----	30.5
Line Ogden to San Francisco-----	30.9
	<hr/>
	\$1.00

24. New York to San Francisco via St. Louis & El Paso:

Line New York to St. Louis, 29%-----	29
Deduct 7 cents per 100 lbs. (Mississippi River, 2¢; San Francisco Bay, 5¢), remainder—	
Line St. Louis to El Paso, 51%+2¢-----	34.6
Line El Paso to San Francisco, 49%+5¢-----	38.4
	<hr/> \$1.00

937 25. New York to San Francisco via Cincinnati & New Orleans:

Deduct Southern Pacific Company west of El Paso proportion as per No. 24 (see No. 16), viz, 36.4¢; remaining 63.5¢ divides—

Line New York to Cincinnati, 22% of gross rate-----	22
Remaining 41.6¢ divides—	
Deduct 3¢ per 100 lbs. (New Orleans transfer). Line Cincinnati to New Orleans, 40.5%-----	15.6
Line New Orleans to El Paso, 59.5%+3¢-----	28
Line El Paso to San Francisco-----	38.4
	<hr/> \$1.00

Deductions and percentage proportions taken by lines east of Council Bluffs, Kansas City, St. Louis, Chicago, and Cincinnati are the same on traffic to Los Angeles or Portland as to San Francisco.

26. Council Bluffs, Omaha, or Kansas City to Los Angeles, via Ogden (Southern Pacific):

Line Missouri River to Ogden, 47%-----	47
Line Ogden to Los Angeles, 53%-----	53
	<hr/> \$1.00

938 27. Council Bluffs, Omaha, or Kansas City to Los Angeles via Salt Lake (San Pedro):

Line Council Bluffs to Ogden, 57.1%+10%-----	51.4
Line Ogden to Salt Lake, 10% of 57.1%-----	5.7
Line Salt Lake to Los Angeles, 42.9%-----	42.9
	<hr/> \$1.00

28. Kansas City to Los Angeles via El Paso:

Line Kansas City to El Paso, 47.3%-----	47.3
Line El Paso to Los Angeles, 52.7%-----	52.7
	<hr/> \$1.00

29. St. Louis to Los Angeles via El Paso:

Line St. Louis to El Paso, 51%-----	51
Line El Paso to Los Angeles, 49%-----	49
	<hr/> \$1.00

30. St. Louis to Los Angeles via New Orleans:

Line El Paso to Los Angeles, 49%-----	49
Remainder—	
Line New Orleans to El Paso, 62.5-----	31.9
Line St. Louis to New Orleans, 37.5-----	19.1
	<hr/> \$1.00

31. Chicago to Los Angeles via New Orleans:	
Deduct 5¢ per 100 lbs.	
(Cairo, 2¢; New Orleans, 3¢.)	
Remainder—	
Line Chicago to New Orleans 24.3%+2¢-----	25.1
Line New Orleans to El Paso 32.2%+3¢-----	33.6
Line El Paso to Los Angeles 43.5%-----	41.3
	<hr/>
	\$1.00
32. Council Bluffs to Portland via Granger (Union Pacific):	
Deduct 10¢ per 100 lbs.	
(5¢ Missouri River bridge, 5¢ Willamette River bridge.)	
Remainder—	
Line Council Bluffs to Granger, 48%+5¢-----	48.2
Line Granger to Huntington, 27%-----	24.3
Line Huntington to Portland, 25%+5¢-----	27.5
	<hr/>
	\$1.00
33. Council Bluffs to Portland via Salt Lake (D. & R. G.):	
Deduct 10¢ per 100 lbs.	
(5¢ Missouri River bridge, 5¢ Willamette River bridge.)	
Remainder—	
Line Council Bluffs to Denver, 18%+5¢-----	21.2
Line Denver to Salt Lake, 30%-----	27
Line Salt Lake to Huntington 27%-----	24.3
Line Huntington to Portland, 25%+5¢-----	27.5
	<hr/>
	\$1.00
34. Omaha or Kansas City to Portland:	
Same as 32 and 33, except no deduction for Missouri River bridge.	
35. Council Bluffs to Portland via Sacramento—canceled:	
Deduct 10¢ per 100 lbs.	
(5¢ Missouri River bridge, 5¢ Willamette River bridge.)	
Remainder—	
Line Council Bluffs to Ogden, 42%+5¢-----	43.8
Line Ogden to Portland, 58%+5¢-----	57.2
	<hr/>
	\$1.00
36. Omaha or Kansas City to Portland:	
Same as 35, except no deduction for Missouri River bridge.	
37. Kansas City to Portland via El Paso:	
Deduct 5¢ per 100 lbs.	
(Willamette River bridge.)	
Remainder—	
Line Kansas City to El Paso, 37.45%-----	35.6
Line El Paso to Portland, 62.55%+5¢-----	64.4
	<hr/>
	\$1.00

941 38. St. Louis to Portland via El Paso:

Deduct 5¢ per 100 lbs.

(Willamette River bridge.)

Remainder—

Line St. Louis to El Paso, 40.82% ----- 38.

Line El Paso to Portland, 59.18% + 5¢ ----- 61.

\$1.00

39. St. Louis to Portland via New Orleans:

Deduct 5¢ per 100 lbs.

(Willamette River bridge.)

Remainder—

Line El Paso to Portland, 59.18% + 5¢ ----- 61.

Remainder—

Line New Orleans to El Paso, 62.5% ----- 24.

Line St. Louis to New Orleans, 37.5% ----- 14.

\$1.00

40. Chicago to Portland via New Orleans:

Deduct 10¢ per 100 lbs.

(2¢ Cairo, 3¢ New Orleans, and 5¢ Portland.)

Remainder—

Line Chicago to New Orleans, 19.9% + 2¢ ----- 19.9

Line New Orleans to El Paso, 26.4% + 3¢ ----- 26.4

Line El Paso to Portland, 53.7% + 5¢ ----- 53.7

\$1.00

41. Atlantic seaboard to Colorado via all rail:

Practically all of these rates base on Mississippi River; Un. Pac.
receiving their percentage proportion of the Mississippi River-
Colorado rate, viz—

Line Mississippi River to Missouri River, 29.5% ----- 29.5

Line Missouri River to Colorado, 70.5% ----- 70.5

\$1.00

42. Atlantic seaboard to Colorado via South Atlantic ports:

Line New York to Mississippi River, 30.8% ----- 30.8

Line Mississippi River to Colorado, 20.41% ----- 20.41

Line Missouri River to Colorado, 48.79% ----- 48.79

\$1.00

On traffic from Atlantic seaboard arbitraries to port first
deducted. Maximum proportions prescribed east of Mississippi
River.

g. Atlantic seaboard to Colorado via Galveston:

Deduct 5% of through rate for marine insurance.

Remainder—

Line Ft. Worth to Colorado, 44%----- 41.8

Remainder—

Deduct 5¢ per 100 lbs. terminal arbitrary.

Remainder—

Line New York to Galveston, 64.29% plus 5¢ (ma-
rine insurance) ----- 36Line Galveston to Ft. Worth, 35.71% plus 5¢ (ter-
minal) ----- 22.2

\$1.00

Cost of lighterage deducted before prorating.

On traffic from Atlantic seaboard territory arbitrary to port
deducted before prorating.

h. Atlantic seaboard to Colorado via New Orleans:

Deduct 5% of through rate for marine insurance.

Remainder—

Line New York to New Orleans, 35% + 5¢----- 38.2

Line New Orleans to Ft. Worth, 21%----- 20.

Line Ft. Worth to Colorado, 44%----- 41.8

\$1.00

Cost of lighterage deducted before prorating.

On traffic from Atlantic seaboard territory arbitrary to port
deducted before prorating.

i. Atlantic seaboard-Utah common points:

In the division of through rates from Atlantic seaboard to Utah common points, the lines west of the Colorado common point line receive 62½% of the current Missouri River-Utah common point rate. The balance east of the Colorado common points divides in 42, 43, and 44.

944-945

PETITIONER'S EXHIBIT No. 34, SEPTEMBER 30, 1914.

SOUTHERN PACIFIC COMPANY.

Statement of earnings and expenses of property leased from the Central Pacific Railroad Company from January 1, 1888, to June 30, 1897, inclusive.

	1888	1889	1890	1891	1892	1893	1894	1895	7 1897-18 months.
RECEIPTS.									
Freight.....	\$9,708,482.18	\$9,636,342.28	\$10,050,207.43	\$10,395,779.10	\$8,701,478.10	\$8,226,928.47	\$7,710,461.29	\$7,724,197.30	.....
Passenger.....	4,822,287.89	4,789,441.40	4,680,963.81	5,044,912.67	4,822,162.03	4,650,030.92	5,881,119.70	3,781,010.94	.....
Mail.....	455,660.25	432,965.28	499,750.71	548,776.62	553,008.17	556,816.50	583,044.35	661,896.03	.....
Express.....	200,149.08	197,183.37	205,273.21	178,303.01	191,162.29	173,393.01	218,922.71	239,043.63	.....
Other transportation.....	151,306.33	178,274.71	235,220.77	83,624.98	70,849.07	57,282.13	55,318.08	61,020.90	.....
Revenue from operations other than transportation.....	249,906.31	224,055.20	183,197.19	206,718.72	168,909.67	431,103.90	411,456.13	364,111.95	.....
Revenues from outside operations.....	131,040.60	71,852.91	82,361.38	140,986.18	75,420.69	164,910.02	162,638.32	131,956.63	.....
Total transportation receipts.....	15,838,822.64	15,530,215.15	15,937,004.50	16,629,104.36	14,612,990.02	14,261,224.95	13,022,970.58	12,963,328.30	*18,260,672.06
Track and other rentals.....	6,030.08	.....	12,300.50	21,657.49	22,057.73	16,019.50	31,585.84	82,329.33	139,262.42
Balance of interest on open accounts.....	.....	.....	.....	23,536.42	111,694.31	42,663.54	65,688.50	.....	.....
Miscellaneous.....	.....	379,833.55	.....	.....	.....	.....	.....	.....	.....
Total receipts.....	15,844,862.72	15,910,048.70	15,949,311.00	16,674,298.27	14,746,652.06	14,319,907.99	13,118,244.92	13,045,657.63	18,399,934.48
EXPENDITURES.									
Operating expenses (including expenses of outside operations).....	9,632,067.81	9,764,271.80	9,875,018.24	9,211,740.46	8,905,411.40	8,521,899.78	8,168,837.93	8,145,584.37	11,451,361.46
Taxes.....	233,599.20	478,902.85	500,802.67	510,709.13	453,406.80	512,261.27	436,834.14	497,092.41	562,364.91
Track and other rentals.....	23,600.00	20,000.00	63,580.58	122,037.95	121,912.15	121,482.62	117,545.89	117,875.91	199,893.34
Interest on funded debt.....	3,438,323.34	3,431,583.85	3,414,442.70	3,510,557.50	3,316,365.00	3,293,677.50	3,353,925.55	3,353,102.50	4,911,132.50
Balance of interest on open accounts.....	20,527.59	64,283.00	21,228.91	.....	.....	.....	.....	.....	.....
Amount payable to U. S. Government under Thurman Act.....	467,217.50	458,242.89	523,950.67	613,516.27	577,048.33	564,775.18	590,700.90	648,390.03	950,095.36
Sinking fund contributions.....	275,000.00	275,000.00	275,000.00	275,000.00	185,000.00	185,000.00	185,000.00	235,000.00	352,500.00
Additions and betterments.....	562,605.81	344,903.09	234,645.71	221,742.22	279,668.79	267,180.64	.....	.....	.....
Expenses extending California & Oregon series A bonds.....	151,375.00	.....	.....	.....	.....	.....	.....	.....	.....
Miscellaneous.....	77,316.03	37,382.51	142,021.07	64,540.56	45,966.12	48,923.78	.....	.....	.....
Total expenditures.....	14,862,032.86	14,874,630.99	15,050,700.45	14,599,873.09	13,584,778.99	13,635,190.77	12,891,864.41	12,976,962.25	16,446,847.60

H. Co. to make guaranteed rental.....	397,170.16	324,081.99	401,380.46	514,425.18	601,875.37	798,717.39	986,390.52	1,169,075.39	1,401,413.12
Amount payable to Central Pacific Railroad Company as rental.....	1,300,000.00	1,300,000.00	1,300,000.00	2,144,425.18	1,350,000.00	1,300,000.00	250,350.51	68,675.38	1,401,413.12

948 These figures appear in red on the original exhibit. Deficit from operations—amount was charged to the Central Pacific Railroad Company.
 The business year of the Southern Pacific Company was changed in 1897 from December 31st to June 30th; and the receipts and disbursements for this period are for 18 months; i. e., from January 1, 1896, to June 30, 1897, both inclusive.

Detail of these receipts are not available owing to destruction of records by fire.

NEW YORK, N. Y., September 10, 1914.

A. D. McDONALD, Vice President and Controller.

SOUTHERN PACIFIC COMPANY.

940-950

Statement of earnings and expenses of property leased from the Central Pacific Railway Company from July 1, 1897, to June 30, 1905, inclusive.¹

	1905	1904	1903	1902	1901	1900	1899	1908
RECEIPTS.								
Freight.....	\$14,552,338.48	\$13,827,043.09	\$13,158,910.20	\$12,598,484.79	\$12,455,150.57	\$11,673,728.24	\$10,427,593.54	\$9,743,037.88
Passenger.....	7,697,838.06	7,088,243.62	6,388,231.05	6,231,412.67	5,618,081.71	5,307,934.74	4,424,341.44	4,425,635.82
Mail.....	885,427.95	882,937.91	862,198.33	733,167.49	729,230.67	718,739.29	717,491.74	670,285.82
Express.....	457,584.60	466,015.87	396,792.19	354,414.86	313,799.15	297,294.41	258,245.00	237,290.45
Other transportation.....	134,506.82	112,915.61	118,612.38	88,668.68	102,211.52	92,025.34	79,585.75	80,442.19
Revenues from operations other than transportation.....	153,542.14	87,037.50	196,927.25	184,965.13	109,815.83	252,155.64	329,635.78	460,097.71
Revenues from outside operations.....	.....	.....	.....	.....	.....	131,927.93	143,133.60	149,588.79
Total transportation receipts.....	21,861,258.07	22,444,213.60	21,121,671.41	20,191,111.62	19,328,290.45	18,533,803.59	16,401,026.86	15,766,348.66
Trackage and other rentals.....	103,482.36	103,482.36	.....	.....	67,682.36	67,682.36	62,682.36	49,662.96
Total receipts.....	21,964,740.43	22,547,695.96	21,121,671.41	20,191,111.62	19,395,971.81	18,601,485.95	16,463,709.22	15,816,011.62
EXPENDITURES.								
Operating expenses (including expenses of outside operations).....	13,279,892.17	13,925,568.41	12,639,476.87	12,559,646.53	11,673,206.31	11,127,777.78	10,038,648.78	9,221,669.45
Taxes.....	652,505.21	798,280.20	569,987.80	413,363.67	517,633.45	548,473.82	485,733.35	492,746.93
Trackage and other rentals.....	699,675.81	684,384.80	314,546.28	5,000.00	108,000.04	112,445.80	124,926.87	107,976.04
Interest on funded debt.....	3,787,154.20	3,250,548.06	3,022,488.90	3,042,601.04	2,994,237.58	3,026,087.21	3,064,025.02	3,149,087.50
Interest on United States Government notes.....	764,565.36	941,003.52	1,112,386.99	1,180,104.48	1,275,208.97	1,409,712.72	735,158.94	735,158.94
Amount payable to United Government under Thurman Act.....	.....	.....	.....	.....	.....	.....	595,299.86	885,817.41
Sinking fund contributions.....	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	60,000.00	235,000.00	235,000.00
Total expenditures.....	19,233,792.75	19,649,784.99	17,708,886.84	17,250,715.72	16,618,886.35	16,284,498.33	15,278,762.82	14,092,297.33
Balance payable to Central Pacific Railway Company as rental.....	4,730,947.68	2,897,910.97	3,412,784.57	2,940,395.90	2,777,085.46	2,316,989.62	1,184,946.40	1,723,714.29

851 ¹ The Central Pacific Railway Company was incorporated on July 29, 1869, as successor to the Central Pacific Railroad Company.

A. D. McDONALD, Vice President and Controller.

NEW YORK, N. Y., September 10, 1914.

Statement of net earnings and expenses of property leased from the Central Pacific Railway Company from July 1, 1906, to June 30, 1913, inclusive.

	1906	1907	1908	1909	1910	1911	1912	1913
RECEIPTS.								
Freight.....	\$16,481,422.66	\$19,909,872.47	\$19,128,906.37	\$18,617,725.73	\$20,989,155.76	\$18,867,166.56	\$18,912,232.13	\$20,286,976.56
Passenger.....	8,500,237.23	9,985,104.72	10,219,546.03	9,332,585.38	10,394,322.29	9,998,005.66	9,458,234.91	10,083,519.10
Mail.....	845,305.16	1,080,763.22	1,013,412.43	1,024,101.25	1,015,572.46	969,613.46	979,083.51	979,083.51
Express.....	617,450.05	649,748.17	649,498.85	533,468.48	634,543.41	658,737.33	628,336.62	725,729.08
Other transportation.....	223,475.71	285,909.93	119,032.74	161,185.32	180,638.13	267,337.19	280,939.11	303,638.30
Revenues from operations other than transportation.....	159,123.65	271,428.82	282,661.76	253,843.97	259,156.56	224,482.55	215,345.66	261,229.59
Revenues from outside operations.....	1,479,571.38	1,479,571.38	1,479,571.38	1,383,074.21	1,577,046.63	1,586,645.66	1,614,630.09	1,720,673.35
Total transportation receipts.....	26,827,020.46	32,192,827.33	32,859,632.56	31,306,984.31	35,020,435.24	32,573,588.41	32,088,422.03	34,370,837.52
Trackage and other rentals.....	106,617.85	110,994.52	16,017.02	127,899.49	78,266.71	62,817.78	62,817.78	74,813.31
Total receipts.....	26,933,638.31	32,303,821.85	32,875,649.58	31,434,883.83	35,098,611.95	32,572,586.41	32,161,260.81	34,445,652.86
EXPENDITURES.								
Operating expenses (including expenses of outside operations):								
Taxes.....	15,125,337.91	18,282,968.29	21,163,185.32	17,253,512.34	19,806,998.95	19,332,967.51	18,875,764.49	20,530,091.66
Trackage and other rentals.....	692,124.64	692,121.07	862,773.00	924,551.78	1,221,330.58	1,195,331.22	1,464,191.59	1,558,291.04
Hire of equipment.....	668,545.40	266,397.02	122,129.25	180,526.25	262,155.35	462,141.55	215,378.34	215,378.34
Interest on funded debt.....	4,100,850.01	4,126,522.39	4,664,182.11	4,901,643.98	614,240.97	564,889.37	848,531.96	907,503.87
Interest on U. S. Government notes.....	588,127.26	411,689.04	235,240.88	4,931,283.03	4,942,735.28	5,276,936.40	7,131,969.94	8,152,811.44
Stocks-fund contributions.....	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	51,000.00	51,000.00
One-half of net earnings or income in excess of 6% on C. P. Ry. Co.'s capital stock retained by S. F. Co.....	574,061.57	1,952,737.02	617,613.08	1,514,917.28	1,804,325.41	484,806.18		
Total expenditures.....	21,799,046.73	25,782,494.83	27,675,077.95	25,335,438.56	28,701,786.54	27,367,162.23	28,587,136.32	31,189,701.01
Balance payable to Central Pacific Ry. Co. as rental.....	5,134,591.58	6,521,327.02	5,200,601.63	6,099,447.27	6,396,855.41	5,205,426.18	3,574,133.49	3,255,961.85

964 1 Of the proportion of net earnings retained by the Southern Pacific Co. the following amounts were subsequently refunded to the Central Pacific Ry. Co. for the reason stated below, viz:

In 1909: Account of charges to operating expenses in 1905 and 1906 for the creation of a maintenance reserve which, under rules of I. C. C., could not be used for the purpose for which the fund was created.

In 1912: Account adjustment in proportion accruing to S. P. Co. during the fiscal years 1906 to 1911, both inclusive, such proportion having been determined on the basis of the net income in excess of 6% on common stock and 4% on preferred stock, instead of on basis of net income in excess of 6% on both common and preferred stocks.

\$791,665.24
954,018.81
1,745,684.05

A. D. McDONALD, Vice President and Controller.

NEW YORK, N. Y., September 10, 1914.

PETITIONER'S EXHIBIT No. 35, SEPTEMBER 30, 1914.

CENTRAL PACIFIC RAILWAY COMPANY.

Statement of gross operating income, operating expenses, and net operating income, for the fiscal years ended December 31, 1880, 1883, 1888, 1899, 1901, and 1913.¹

	Fiscal years ended December 31—				Fiscal years ended June 30—			
	1880 ²	1883 ³	1888	1893	1899	1901	1913	
Operating income:								
Freight.....	\$13,245,857.79	\$14,932,969.94	\$9,798,482.18	\$8,235,998.47	\$10,427,593.54	\$12,455,150.57	\$20,296,976.56	
Passenger.....	5,874,559.22	5,064,159.45	4,852,287.89	4,650,680.92	4,424,341.44	5,618,081.71	10,083,519.10	
Mail.....	510,979.38	575,387.30	455,690.25	556,816.50	717,491.74	729,230.67	979,051.54	
Express.....	238,939.72	339,901.63	200,149.08	173,393.01	258,245.00	313,799.15	725,729.08	
Other transportation revenues.....	288,908.08	397,906.97	154,075.52	57,282.13	79,585.76	102,211.52	303,658.30	
Revenues from operations other than transportation.....	155,743.37	204,151.75	249,906.31	431,193.90	350,035.78	109,815.83	261,229.59	
Revenues from outside operations.....	193,125.32	239,944.16	128,271.41	194,910.02	143,133.60	.....	1,720,673.35
Total operating income.....	20,508,112.88	24,744,421.20	15,838,832.64	14,261,224.95	16,401,026.95	19,328,269.45	34,370,837.52	
Total operating expenses.....	\$12,045,608.89	\$15,570,000.61	9,632,067.81	8,521,889.78	10,038,648.78	11,673,206.31	20,520,091.66	
Net operating income.....	8,462,443.99	9,173,820.59	6,206,764.83	5,739,335.17	6,362,378.08	7,655,063.14	13,850,745.86	

¹ The Central Pacific Railway Company was incorporated July 29, 1899, for the purpose of taking over the properties of the Central Pacific Railroad Company on the basis of a plan of readjustment dated February 8, 1899. The above returns, therefore, for the years 1880, 1883, 1888, 1899, and 1901 pertain to the period preceding the readjustment, and those for the years 1901 and 1913, to the period subsequent to the readjustment.

² The Central Pacific Railroad Company operated, during these years, in addition to its own lines, the following leased lines: Amador Branch R. R.; California Pacific R. R.; G. H. & S. A., from El Paso, Texas, eastward, as constructed; Los Angeles & San Diego R. R.; Los Angeles & Independence R. R.; Northern Railway; San Pablo and Tulare R. R.; Sacramento & Placerville R. R.; Southern Pacific R. R. of California; Southern Pacific R. R. of Arizona; Southern Pacific R. R. of New Mexico.

The leases covering these lines to the Central Pacific Railroad Company were cancelled at various times during the years 1885, 1889, and 1897, and the lines leased to the Southern Pacific Company.

³ Includes rentals paid leased lines.

NEW YORK, N. Y., September 10, 1914.

A. D. McDONALD, *Vice President and Controller.*

9-960 PETITIONER'S EXHIBIT No. 36, SEPTEMBER 30, 1914.

SOUTHERN PACIFIC COMPANY AND PROPRIETARY COMPANIES.

Statement of operating income, operating expenses, and net operating income of the Southern Pacific Company and of the proprietary companies, both in respect to lines leased and not leased, for the year ended December 31, 1893, and for the fiscal years ended June 30, 1899, 1901, and 1913.

	Year ended December 31, 1893.	Fiscal years ended June 30—		
		1899	1901	1913
Operating income:				
Freight.....	\$29,268,906.23	\$34,869,513.25	\$50,231,082.91	\$80,141,408.84
Passenger.....	12,770,023.65	13,327,097.24	19,109,605.47	42,389,837.48
Mail.....	1,184,064.96	1,569,365.17	1,726,797.92	2,400,309.29
Express.....	586,659.39	764,850.95	1,072,222.54	2,757,259.88
Other transportation revenues.....	285,317.93	524,144.34	626,681.95	1,332,463.69
Revenues from operations other than transportation.....	867,595.62	1,327,975.89	397,167.11	1,272,323.48
Revenues from outside operations.....	3,086,980.54	3,589,349.97	4,081,340.28	12,421,012.41
Total operating income.....	48,049,548.32	55,972,897.31	77,244,898.18	142,774,705.07
Operating expenses.....	30,576,244.06	36,025,014.26	49,098,026.84	92,869,410.07
Net operating income.....	17,473,304.26	19,947,883.05	28,146,871.34	49,905,295.00

NEW YORK, N. Y.,
September 10, 1914.

A. D. McDONALD,
Vice President and Controller.

PETITIONER'S EXHIBIT No. 37, SEPTEMBER 30, 1914.

CENTRAL PACIFIC RAILROAD COMPANY.

Expenditures for maintenance of way and structures for the years 1887 to 1901, inclusive.

Year ended—	Amount.
December 31, 1887.....	\$1,169,431.17
1888.....	1,803,955.46
1889.....	1,929,469.00
1890.....	2,457,936.74
1891.....	1,649,478.54
1892.....	1,926,678.31
1893.....	1,630,164.56
1894.....	1,672,955.52
1895.....	1,623,257.71
June 30, 1897.....	1,404,728.21

¹ For 12 months only, from July 1, 1896, to June 30, 1897, inclusive. The expenditures for the 6 months from January 1, 1896, to June 30, 1896, are not available, owing to destruction of records by fire.

1898.....	1,676,312.74
1899.....	1,859,821.55
1900.....	1,938,922.92
1901.....	2,379,086.57

—The expenditures for the years 1900 and 1901 pertain to the operations of the Central Pacific Company, and for the years 1887 to 1899, inclusive, they pertain to the operations of its predecessor company, the Central Pacific Railroad.

NEW YORK, N. Y., September 10, 1914.

A. D. McDONALD, Vice President and Controller.

963 PETITIONER'S EXHIBIT No. 38, SEPTEMBER 30, 1914.

SOUTHERN PACIFIC RAILROAD COMPANY AND CONNECTING LINES TO NEW ORLEANS.

Expenditures for maintenance of way and structures on lines of the Southern Pacific Railroad Company and connecting through lines in Texas and Louisiana to New Orleans, making up the through route (Sunset Route) from San Francisco, for the years 1887 to 1901, inclusive.

Year ended.	Southern Pacific R. R. Co.	Connecting lines in Louisiana and Texas to New Orleans.	Total expenditure.
December 31, 1887.....	\$1,355,637.50	\$1,109,079.97	\$2,324,717.47
December 31, 1888.....	2,548,176.86	1,423,191.92	3,971,368.78
December 31, 1889.....	2,040,970.92	1,670,222.58	3,711,193.50
December 31, 1890.....	1,906,029.49	1,609,334.10	3,575,363.59
December 31, 1891.....	1,855,794.01	1,728,785.42	3,584,579.43
December 31, 1892.....	2,021,503.51	1,718,393.97	3,739,897.48
December 31, 1893.....	1,900,644.77	1,620,277.76	3,520,922.53
December 31, 1894.....	1,926,621.82	1,333,054.62	3,260,676.44
December 31, 1895.....	2,136,220.20	1,394,717.87	3,530,938.07
June 30, 1897.....	¹ 1,942,692.86	¹ 1,270,651.01	¹ 3,213,343.87
June 30, 1898.....	2,454,969.98	1,165,689.66	3,620,659.64
June 30, 1899.....	2,545,567.18	1,578,298.13	4,123,865.31
June 30, 1900.....	2,853,429.55	1,998,404.93	4,851,834.48
June 30, 1901.....	3,288,455.43	2,000,031.08	5,288,486.51

¹ For 12 months only from July 1, 1896, to June 30, 1897, inclusive. The expenditures for the six months from January 1, 1896, to June 30, 1896, are not available, owing to destruction of records by fire.

A. D. McDONALD, Vice President and Counsel.

NEW YORK, N. Y., September 10, 1914.

964 PETITIONER'S EXHIBIT No. 39, SEPTEMBER 30, 1914.

CENTRAL PACIFIC RAILWAY COMPANY.¹

Expenditures for additions and betterments, not including expenditures for construction of new lines, from January 1, 1887, to June 30, 1901, inclusive.

1. Right of way and station grounds.....	\$31,570.00
2. Real estate.....	108,020.50
3. Widening cuts and fills.....	8,840.10
5. Grade reductions and changes of line.....	70,900.00
7. Bridges, trestles, and culverts.....	599,265.70
11. Ballast.....	317,871.70
12. Additional main tracks.....	30,683.80
13. Sidings and spur tracks.....	1,013,519.70
14. Terminal yards.....	2,553.00
15. Fencing right of way.....	90,473.50
16. Improvements of crossings under and over grade.....	51.00
19. Block and other signal apparatus.....	31,139.00
20. Telegraph and telephone lines.....	27,278.00
21. Station buildings and fixtures.....	505,172.00
22. Roadway machinery and tools.....	14,565.00
965 23. Shops, engine houses, and turntables.....	655,288.00
24. Shop machinery and tools.....	219,768.00
25. Water and fuel stations.....	246,085.00
27. Dock and wharf property.....	167,288.00
31. Snow and sand fences and snowsheds.....	22,083.00
33. Equipment.....	3,636,001.00
35. Other additions and betterments.....	² 25,300.00
Reconstruction.....	2,494,371.00
Total.....	10,268,410.00

¹ The Central Pacific Railway Company was incorporated on July 29, 1899, as successor to the Central Pacific Railroad Company.

² Red ink.

A. D. McDONALD, Vice President and Counsel.

NEW YORK, N. Y., September 10, 1914.

966 PETITIONER'S EXHIBIT No. 40, SEPTEMBER 30, 1914.

SOUTHERN PACIFIC RAILROAD COMPANY AND CONNECTING LINES TO NEW ORLEANS.

Expenditures for additions and betterments, not including expenditures for construction of new lines, on the Southern Pacific Railroad Company's lines and on connecting through lines in Texas and Louisiana to New Orleans, making up the through route (Sunset Route) from San Francisco, from March 1, 1885, to June 30, 1901, inclusive.

Character of expenditure.	Southern Pacific R. R. Co.	Connecting lines in Louisiana and Texas to New Orleans.	Total expenditures.
1. Right of way and station grounds.....	\$467,470.82	\$309,580.52	\$777,051.34
2. Real estate.....	112,183.14	171,675.61	283,858.75
3. Widening cuts and fills.....	7,724.62	1,123.93	8,848.55
4. Protection of banks and drainage.....		5,677.26	5,677.26
5. Grade reductions and changes of line.....	538,099.97	145,623.29	684,323.20
6. Tunnel improvements.....	1,356.81		1,356.81
7. Bridges, trestles, and culverts.....	842,199.95	1,191,213.30	2,033,413.25
8. Ballast.....	889,169.32	1,668,960.22	2,558,129.54
9. Additional main tracks.....	173,963.62	449,294.17	623,257.79
10. Sidings and spur tracks.....	1,614,339.57	1,109,847.95	2,724,227.52
11. Terminal yards.....	2,323.42	40,326.42	42,649.84
12. Fencing right of way.....	207,807.03	277,436.96	485,243.99
13. Elimination of grade crossings.....		42,307.44	42,307.44
14. Block and other signal apparatus.....	121,380.61	765.83	122,155.44
15. Telegraph and telephone lines.....	45,939.56	45,719.58	91,659.14
16. Station buildings and fixtures.....	685,082.88	807,167.57	1,492,250.45
17. Roadway machinery and tools.....	19,396.03	821.01	20,217.04
18. Shops, engine houses, and turntables.....	326,476.36	219,005.61	545,481.97
19. Shop machinery and tools.....	5,938.26	96,688.32	102,626.58
20. Water and fuel stations.....	556,043.56	417,777.82	973,821.38
21. Dock and wharf property.....	35,676.32	138,079.57	173,755.89
22. Equipment.....	7,875,188.94	4,602,181.62	12,477,370.56
23. Other additions and betterments.....	88,479.28	199,398.76	287,878.04
24. Construction.....	1,903,735.89	140,042.49	2,043,778.38
25. Additions and betterments for the years 1885, 1886, and 1887, the detail of which is not available.....	1794,702.66	1950,167.23	1744,869.89
	17,315,317.62	13,030,922.48	30,346,240.10

¹ Includes expenditures for 10 months of 1885 only; the expenditures for January and February of that year are not available owing to destruction of records by fire.

NEW YORK, N. Y., September 10, 1914.

A. D. McDONALD, Vice President and Controller.

99 PETITIONER'S EXHIBIT No. 41, SEPTEMBER 30, 1914.

Statement of dividends declared and paid by the Central Pacific Railroad Company and the Central Pacific Railway Company from 1861 to 1913.

NOTE.—Reference prior to 1888, statement of E. H. Miller, Jr., 5 Pacific Railway Commission Report No. 247. Subsequent to 1887, annual reports to Interstate Commerce Commission.)

Central Pacific R. R. Co.:	Amount.
Sept. 13, 1873.....	\$1,628,265
Aug. 4, 1874.....	2,713,775
Apr. 1, 1875.....	3,256,530
Oct. 1, 1875.....	2,171,020
Apr. 3, 1876.....	2,171,020
Oct. 2, 1876.....	2,171,020
Apr. 2, 1877.....	2,171,020
Oct. 1, 1877.....	2,171,020
Feb. 1, 1880.....	2,171,020
Aug. 1, 1880.....	1,628,265
Feb. 1, 1881.....	1,778,265
Aug. 1, 1881.....	1,778,265
Feb. 1, 1882.....	1,778,265
	1,778,265

Central Pacific R. R. Co.—Continued.

970	Aug. 1, 1882.....	\$1, 778, 26
	Feb. 1, 1883.....	1, 778, 26
	Aug. 1, 1883.....	1, 778, 26
	Jan. 15, 1884.....	1, 778, 26
	Year ended June 30—	
	1888.....	672, 78
	1889.....	1, 345, 51
	1890.....	1, 345, 51
	1891.....	1, 345, 51
	1892.....	1, 345, 51
	1893.....	1, 345, 51
	1894.....	672, 78
	1895.....	None
	1896.....	None
	1897.....	None
	1898.....	None
	1899.....	None
	Central Pacific Ry. Co.:	
	Year ended June 30—	
	1900.....	240, 00
	1901.....	None
	1902.....	None
	1903.....	None
	1904.....	1, 968, 00
	1905.....	1, 861, 51
971	1906.....	2, 542, 24
	1907.....	4, 568, 53
	1908.....	4, 576, 53
	1909.....	4, 584, 53
	1910.....	4, 592, 53
	1911.....	7, 411, 53
	1912.....	4, 728, 53
	1913.....	7, 540, 53

972 PETITIONER'S EXHIBIT No. 42, SEPTEMBER 30, 1914.

075-US (C)
SEPT. 29, 1914.

Dates various portions of Southern Pacific lines were opened for public use.

CENTRAL PACIFIC RAILWAY COMPANY.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Main.....	Sacramento to Newcastle....	Nov. 1, 1864	Cent. Pac. R. R. Co. of California.
Main.....	Newcastle to Auburn.....	May 14, 1865	Do.
Main.....	Auburn to Colfax.....	Sept. 11, 1865	Do.
Main.....	Colfax to Dutch Flat.....	July 5, 1866	Do.
Main.....	Dutch Flat to Alta.....	July 11, 1866	Do.
Main.....	Alta to Cisco.....	Dec. 3, 1866	Do.
Main.....	Cisco to Truckee.....	Apr. 3, 1868	Do.
Main.....	Truckee to Reno.....	July 19, 1868	Do.
Main.....	Reno to Wadsworth.....	July 22, 1868	Do.
Main.....	Wadsworth to Winnemucca..	Oct. 1, 1868	Do.
Main.....	Winnemucca to Elko.....	Jan. 25, 1869	Do.
973 Main.....	Elko to Promontory.....	May 29, 1869	Do.
Main.....	Promontory to near Ogden...	May 29, 1869	Do.
Main.....	Actual completion Sacramento to Ogden.	May 10, 1869	Do.

Data various portions of Southern Pacific lines were opened for public use—Continued.

CENTRAL PACIFIC RAILROAD COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Main.....	Sacramento to Galt.....	May 15, 1869	Western Pac. R. R. Co.
Main.....	Galt to Stockton.....	Aug. 14, 1869	Do.
Main.....	Stockton to San Jose.....	Sept. 15, 1869	Do.
Main.....	Niles to Alameda Wharf.....	Sept. 8, 1869	S. F., Oakland & Alameda R. R. Calif. & Ore. R. R. Co.
Main.....	Roseville Junct. to Wheatland.....	Oct. 28, 1867	Do.
Main.....	Wheatland to Yuba.....	Sept. 19, 1869	Do.
Main.....	Yuba to Marysville.....	June 1, 1869	Do.
Main.....	Marysville to Chico.....	July 2, 1870	Do.
Main.....	Chico to Tehama.....	Aug. 28, 1871	Cent. Pacific R. R. Co.
Main.....	Tehama to Red Bluff.....	Dec. 6, 1871	Do.
Main.....	Red Bluff to Redding.....	Sept. 1, 1872	Do.
Main.....	Redding to Delta.....	Sept. 1, 1884	Do.
Main.....	Delta to Oregon State line.....	Oct. 5, 1887	Do.
#4 Main.....	Lathrop to Modesto.....	Nov. 8, 1870	Do.
Main.....	Modesto to Merced.....	Jan. 25, 1872	Do.
Main.....	Merced to Fresno.....	May 28, 1872	Do.
Main.....	Fresno to Goshen.....	Aug. 1, 1872	Do.
Main.....	"Lucin Cutoff," Umbria to Cecil.....	Mar. 8, 1904	Cent. Pac. Ry. Co.
Main.....	Niles to Newark.....	May 29, 1909	Cent. Calif. Ry. Co.
Main.....	Newark to Redwood.....	Sept. 12, 1910	Do.
Branch.....	Weed to Grass Lake (leased).....	Sept. 1, 1906	Calif. N. E. Ry. Co.
Branch.....	Grass Lake to Bray.....	Sept. 6, 1907	Do.
Branch.....	Bray to Dorris.....	May 1, 1908	Do.
Branch.....	Dorris to Klamath Falls.....	May 20, 1909	Do.
Branch.....	Klamath Falls to Chiloquin.....	During 1911-12	Ore. East. R. R. Co.
Branch.....	Chiloquin to Kirk.....	Sept. 6, 1912	Cent. Pac. Ry. Co.
Branch.....	Natron to Oak Ridge.....	May 1, 1912	Do.
Branch.....	Sacramento to Freeport.....	June 20, 1909	Sacto. Southern R. Co.
Branch.....	Freeport to Walnut Grove.....	Mar. 17, 1912	Cent. Pac. Ry. Co.
Branch.....	Barber to Sterling City.....	Feb. 29, 1912	Chico. & Nor. R. R. Co.
#5 Branch.....	Elmhurst to Stonehurst.....	Oct. 10, 1909	Cent. Pac. Ry. Co.
Branch.....	East Oakland to Fruitvale.....	June 30, 1908	Do.
Branch.....	Moundhouse to Hawthorne (Thorne).....	Apr. 18, 1881	Carson & Colorado R. R. Co.
Branch.....	Hawthorne (Thorne) to Belleville.....	Dec. 31, 1881	Do.
Branch.....	Belleville to Candalaria.....	March, 1882	Do.
Branch.....	Junction to California line.....	Jan. 20, 1883	Do.
Branch.....	Nevada line to Keeler.....	Aug. 1, 1883	Do.
Branch.....	Moundhouse to Keeler (acquired by S. P. interests).....	March, 1900	Do.
Branch.....	Hazen to Churchill.....	Sept. 1, 1905	Nev. & Cal. Ry. Co.
Branch.....	Hazen to Fallon.....	Jan. 10, 1907	Do.
Branch.....	Mojave to Mabel.....	Apr. 18, 1909	Do.
Branch.....	Mabel to Olancha.....	Mar. 19, 1910	Do.
Branch.....	Olancha to Owenyo.....	Oct. 22, 1910	Do.
Branch.....	Derby to New Junction.....	Sept. 18, 1904	Cent. Pac. Ry. Co.
Branch.....	Tulasco to Metropolis.....	Dec. 8, 1911	Do.
Branch.....	Fernley to Susanville.....	Oct. 15, 1913	Do.

Dates various portions of Southern Pacific lines were opened for public use—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Main.....	Goshen to Tipton.....	July 25, 1872	S. P. R. R. Co. of Cal.
Main.....	Tipton to Delano.....	July 14, 1873	Do.
Main.....	Delano to Sumner.....	Oct. 26, 1874	Do.
Main.....	Sumner to Caliente.....	Apr. 26, 1875	Do.
Main.....	Caliente to Mojave.....	Aug. 9, 1876	Do.
Main.....	Mojave to Tunnel.....	Sept. 6, 1876	Do.
Main.....	Tunnel to San Fernando.....	Jan. 1, 1876	Do.
Main.....	San Fernando to Los Angeles.	Apr. 15, 1874	Do.
Main.....	Los Angeles to Spadra.....	Apr. 15, 1874	Do.
Main.....	Spadra to Colton.....	July 16, 1875	Do.
Main.....	Colton to Indio.....	Mar. 29, 1876	Do.
Main.....	Indio to Colorado River near Yuma.	May 23, 1877	Do.
Main.....	Completion Colorado River Bridge into Yuma.	Sept. 30, 1877	Do.
Main.....	Yuma to Casa Grande.....	May 15, 1879	S. P. R. R. Co. of Ariz.
Main.....	Casa Grande to Tucson.....	Mar. 17, 1880	Do.
Main.....	Tucson to New Mexico line..	Sept. 15, 1880	Do.
977 Main.....	Arizona line to Rio Grande bridge.	Oct. 18, 1880	S. P. R. R. Co. of N. M.
Main.....	Rio Grande bridge to El Paso.	April, 1881	G., H. & S. A. Ry.
Main.....	San Francisco to Menlo Park.	Oct. 17, 1863	S. F. & San Joaquin R. R. Co.
Main.....	Menlo Park to San Jose.....	Jan. 16, 1864	Do.
Main.....	San Jose to Gilroy.....	Mar. 13, 1869	S. P. R. R. Co. of Cal.
Main.....	Gilroy to Pajaro.....	Nov. 27, 1871	Do.
Main.....	Pajaro to Salinas.....	Nov. 1, 1872	Do.
Main.....	Salinas to Soledad.....	Aug. 12, 1873	Do.
Main.....	Soledad to Templeton.....	Nov. 16, 1886	S. P. Branch Ry. Co.
Main.....	Templeton to Santa Margarita.	Jan. 13, 1889	S. P. R. R. Co. of Cal.
Main.....	Santa Margarita to San Luis Obispo.	May 5, 1894	Do.
Main.....	San Luis Obispo to Guadalupe.	July 1, 1895	Do.
Main.....	Guadalupe to Lake.....	Dec. 31, 1895	Do.
Main.....	Lake to Surf.....	Aug. 18, 1896	Do.
Main.....	Surf to Honda.....	During 1898-'99.	S. P. R. R. Co.
Main.....	Honda to Cuate Canon.....	During 1899-'00.	Do.
Main.....	Saugus to Ellwood.....	Dec. 21, 1887	S. P. Branch Ry. Co.
978 Main.....	Completion of gap between Ellwood and Cuate Canon, thus opening Coast line.	March, 1901	S. P. R. R. Co.
Main.....	Mojave to Calco.....	Nov. 15, 1882	S. P. R. R. Co. of Cal.
Main.....	Calco to Amboy.....	Feb. 12, 1883	Do.
Main.....	Amboy to Goffs.....	Mar. 19, 1883	Do.
Main.....	Goffs to Needles.....	July 1, 1883	Do.
Main.....	Junction formed with A. & P. R. R.	Aug. 9, 1883	Do.
Main.....	Line Mojave to Needles sold A., T. & S. F.	Dec. 27, 1911	Do.
Main.....	West Oakland to Shellmound	Aug. 16, 1876	Northern Ry. Co.

Data various portions of Southern Pacific lines were opened for public use—Continued.

SOUTHERN PACIFIC RAILROAD COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Main.....	Shellmound to Martinez.....	Jan. 9, 1878	Northern Ry. Co.
Main.....	Martinez to Tracy.....	Dec. 3, 1878	San Pablo & Tulare R. R. Co.
Main.....	Tracy to Newman.....	July 1, 1888	S. P. R. R. Co. of Cal.
Main.....	Newman to Los Banos.....	Nov. 1, 1889	Do.
Main.....	Los Banos to Armona.....	Aug. 28, 1891	Do.
Main.....	Collis (Kerman) to Fresno.....	July 1, 1892	Do.
Main.....	Vallejo to Sacramento.....	During 1868-'69.	Cal. Pac. R. R. Co.
Main.....	Benicia to Suisun.....	Dec. 23, 1879	Northern Ry. Co.
979 Main.....	Davis to Knights Landing.....	During 1868-'69.	Cal. Pac. R. R. Co.
Main.....	Knights Landing to Marysville.	Feb. 4, 1891	Nor. Cal. Ry. Co.
Main.....	Woodland to Williams.....	July 1, 1876	Northern Ry. Co.
Main.....	Williams to Willows.....	Oct. 3, 1878	Do.
Main.....	Willows to Orland.....	July 31, 1882	Do.
Main.....	Orland to Tehama.....	Sept. 27, 1882	Do.
Main.....	Montalvo to Oxnard.....	During 1897-'98.	S. P. R. R. Co.
Main.....	Oxnard to Strathearn.....	During 1899-'00.	Do.
Main.....	Strathearn to Simi Tunnel.....	During 1900-'01.	Do.
Main.....	Simi Tunnel to Burbank.....	Mar. 20, 1904	Do.
Main.....	Baden to San Bruno.....	Dec. 31, 1892	S. P. R. R. Co. of Cal.
Main.....	"Bay Shore Cutoff," San Francisco to San Bruno.	Dec. 8, 1907	S. P. Company.
Branch.....	Elmira to Vacaville.....	Jan. 25, 1869	Vaca Valley & Clear Lake R. R.
Branch.....	Vacaville to Winters.....	Aug. 26, 1875	Do.
Branch.....	Winters to Madison.....	May 1, 1877	Do.
Branch.....	Madison to Rumsey.....	July 1, 1888	Northern Ry. Co.
Branch.....	Sacramento to Folsom.....	Feb. 22, 1856	Sacto. Valley R. R. Co.
Branch..	Folsom to Shingle Springs...	Jan. 20, 1865	Placerville & Sacto. Valley R. R. Co.
980 Branch...	Shingle Springs to Placerville.	May 29, 1888	Northern Ry. Co.
Branch.....	Napa Jct. to Calistoga.....	During 1868-69	Cal. Pac. Ry. Co.
Branch.....	Napa Jct. to Santa Rosa.....	May 31, 1888	Northern Ry. Co.
Branch.....	Wingo to Ramal.....	July 19, 1906	San Fran. & Napa Ry.
Branch.....	Buchli to Union.....	July 19, 1906	Do.
Branch.....	Marysville to Oroville.....	Feb. 1864	Cal. Nor. Ry. Co.
Branch.....	Stockton to Milton.....	Feb. 1871	Stockton & Copperopolis R. R. Co.
Branch.....	Peters to Oakdale.....	Feb. 1871	Stockton & Visalia R. R. Co.
Branch.....	Oakdale to Merced.....	Feb. 2, 1891	S. P. R. R. Co. of Cal.
Branch.....	Shellmound to Berkeley....	Aug. 16, 1876	Berkeley Branch R. R. Co.
Branch.....	Berkeley to Berrymans.....	July 1, 1878	Do.
Branch.....	Galt to Ione.....	Dec. 4, 1876	Amador Branch R. R. Co.

Dates various portions of Southern Pacific lines were opened for public use—Continued.

SOUTHERN PACIFIC RAILROAD COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Branch.....	Bracks to Lockeford.....	August, 1882	San Joaquin & Sierra Nevada R. R. Co.
Branch.....	Lockeford to Clements.....	Sept., 1882	Do.
Branch.....	Clements to Wallace.....	Oct., 1882	Do.
Branch.....	Wallace to Benson.....	Sept., 1884	Do.
Branch.....	Benson to Valley Spring.....	April, 1885	Do.
981 Branch.....	Carnadero to Hollister.....	July 31, 1870	S. P. R. R. Co. of Cal.
Branch.....	Hollister to Tres Pinos.....	Aug. 12, 1873	Do.
Branch.....	Santa Cruz to Pajaro.....	May 18, 1876	Santa Cruz R. R. Co.
Branch.....	Castroville to Monterey.....	Sept. 12, 1881	Monterey R. R. Co.
Branch.....	Monterey to Lake Majella.....	Aug. 1, 1889	S. P. R. R. Co. of Cal.
Branch.....	Hilledale to Almaden.....	Nov. 16, 1886	San Jose & Almaden R. R. Co.
Branch.....	Goshen to Huron.....	Feb. 1, 1877	S. P. R. R. Co. of Cal.
Branch.....	Huron to Alcalde.....	July 14, 1888	Do.
Branch.....	Los Angeles to Wilmington..	Oct. 26, 1869	Los Angeles & San Pedro R. R. Co.
Branch.....	Wilmington to San Pedro...	Aug. 15, 1882	S. P. R. R. Co. of Cal.
Branch.....	Florence to Anaheim.....	Jan. 14, 1875	Los Angeles & San Diego R. R. Co.
Branch.....	Anaheim to Santa Ana.....	Dec. 17, 1877	Do.
Branch.....	Santa Ana to Newport Beach and Smeltzer (purchased).	During 1899-00	S. P. R. R. Co.
Branch.....	Los Angeles to Santa Monica.	Dec., 1875	Los Angeles & Independence R. R. Co.
Branch.....	Santa Monica to Santa Monica Wharf.	Dec. 31, 1892	S. P. R. R. Co. of Cal.
982 Branch.....	Small extension of Santa Monica Branch.	June 1, 1893	Do.
Branch.....	Home Junction to Soldiers Home (Santa Monica Beach).	Apr. 15, 1893	Do.
Branch.....	Willows to Fruto.....	July 1, 1888	Northern Ry. Co.
Branch.....	Thenard to Long Beach.....	Feb. 20, 1888	S. P. R. R. Co. of Cal.
Branch.....	Studebaker to Whittier.....	Mar. 16, 1888	Long Beach & Whittier County R. R. Co.
Branch.....	Miraflores to Tustin.....	Sept. 15, 1888	S. P. R. R. Co. of Cal.
Branch.....	Berenda to Raymond.....	May 1, 1886	San Joaquin Valley & Yosemite R. R. Co.
Branch.....	Fresno to Porterville.....	July 1, 1888	S. P. R. R. Co. of Cal.
Branch.....	Porterville to Poso (Famoso) Junction.	Dec. 24, 1890	Do.
Branch.....	Famoso Jct. to Famoso.....	Apr. 10, 1909	S. P. R. R. Co.
Branch.....	Porterville to Springville....	Apr. 1, 1912	Porterville Northern Ry. Co.
Branch.....	Surf to Lompoc.....	During 1899-00	S. P. R. R. Co.
Branch.....	Guadalupe to Betteravia.....	During 1899-00	Do.
Branch.....	Burbank to Chatsworth Park.	Sept. 30, 1893	S. P. R. R. Co. of Cal.
Branch.....	Avon to San Ramon.....	June 7, 1891	Do.
Branch.....	San Ramon to Radum.....	Feb. 7, 1909	S. P. R. R. Co.
983 Branch.....	Fresno to Pollasky (Friant)..	Oct. 1, 1892	Do.

Dates various portions of Southern Pacific lines were opened for public use—Continued.

SOUTHERN PACIFIC RAILROAD COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Branch.....	Bakersfield to Asphalto.....	Feb. 1, 1893	S. P. R. R. Co.
Branch.....	Ingle to Hardwick.....	Apr. 15, 1912	Hanford & Summit Lake Ry.
Branch.....	Old Beach to Imperial.....	Apr. 10, 1903	Imperial & Gulf Ry.
Branch.....	Imperial to Calexico.....	June 29, 1904	Do.
Branch.....	Calexico to Tecolote.....	Apr. 22, 1908	Inter-California Ry. Co.
Branch.....	Tecolote to Hanlon Junction.	Aug. 1, 1909	Do.
Branch.....	Andrade to Araz Jct.	July 24, 1911	Do.
Branch.....	Colorado Jct. to Potholes....	May 1, 1908	S. P. R. R. Co.
Branch.....	Salinas to Sugar Factory....	May 11, 1899	Do.
Branch.....	Goshen to Visalia (leased in 1898).	Sept., 1874	Visalia Railroad.
Branch.....	Visalia to Exeter.....	During 1898-99	S. P. R. R. Co.
Branch.....	Extending from Madera.....	During 1899-00	Do.
	Various extensions in oil districts in San Joaquin Valley.	During 1900-01	Do.
Branch.....	Fair Oaks Junct. to Fair Oaks bridge.	During 1900-01	Do.
Branch.....	San Pablo to Point Richmond.	During 1904-05	Do.
964 Branch ..	Corbin to Richmond	During 1910-11	Do.
Branch ..	Wyo to Hamilton.....	Oct. 15, 1906	Do.
Branch.....	Santa Cruz to Davenport....	July 8, 1907	Coast Line Ry.
Branch.....	Mayfield to Vasona.....	Apr. 19, 1908	Peninsular Ry.
Branch.....	Rossi to Stratton.....	June 20, 1907	S. P. R. R. Co.
Branch.....	Pearl to Howard.....	Aug. 20, 1908	Do.
Branch.....	Ontario to Chino.....	Feb. 17, 1891	S. P. R. R. Co. of Cal.
Branch.....	Pomona Jct. to South Pomona.	May 10, 1897	Do.
Branch.....	Pomona to Chino.....	May 1, 1899	S. P. R. R. Co.
Branch.....	Redlands Jct. to Crafton....	Mar. 14, 1892	S. P. R. R. Co. of Cal.
Branch.....	San Bernardino to Motor Jct. (leased).	May 14, 1892	San Bernardino & Redlands R. R.
Branch.....	San Bernardino to Riverside.	July 20, 1896	S. P. R. R. Co.
Branch.....	Short extension at Riverside.	May 11, 1899	Do.
Branch.....	Declez to Declezville	Dec. 31, 1892	S. P. R. R. Co. of Cal.
Branch.....	Shorb to Monrovia.....	June 12, 1893	Do.
Branch.....	Monrovia to Duarte.....	Jan. 28, 1896	Do.
Branch.....	Shorb to Pasadena.....	Oct. 30, 1895	Do.
Branch.....	Bassett to Covina.....	Dec. 31, 1895	Do.
Branch ..	Covina to Pomona.....	Aug. 22, 1896	Do.
965 Branch ..	Anaheim to Los Alamitos....	Oct. 21, 1896	Do.
Branch ..	Anaheim to Loara Junction..	During 1900-01	S. P. R. R. Co.
Branch.....	Smeltzer to Benedict.....	Sept. 7, 1907	Do.
Branch.....	Ventura Jct. to Nordhoff (purchased).	During 1898-99	Do.
Main.....	Benson to Nogales (leased)..	July 15, 1898	New Mexico & Arizona R. R.
Main.....	Through service to Guaymas.	Oct. 25, 1882	
	Tucson to Suhuarita (purchased).	June 19, 1910	Twin Buttes R. R.

Dates various portions of Southern Pacific lines were opened for public use—Continued.

SOUTHERN PACIFIC RAILROAD COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Main.....	Suhuarita to Calabasses.....	June 19, 1910	Tucson & Nogales R. R.
	Various extensions of suburban lines in Oakland, Alameda, and Berkeley owned by Southern Pacific Company.	During 1911-12	S. P. Co.

SOUTH PACIFIC COAST RY. CO.

Main.....	Alameda Mole to Alameda Point.	Mar. 15, 1884	San Fran. & Colorado River R. R. Co.
Main.....	Alameda Point to Newark...	June 1, 1878	Bay & Coast R. R. Co.
Main.....	Newark to Los Gatos.....	June 1, 1878	South Pac. Coast R. R. Co.
986 Main.....	Los Gatos to Alma.....	Aug. 1, 1878	Do.
Main.....	Alma to Wright.....	May 1, 1879	Do.
Main.....	Wright to Felton.....	May 15, 1880	Do.
Main.....	Felton to Santa Cruz.....	Oct. 13, 1875	Santa Cruz & Felton R. R. Co.
Branch.....	Alameda Point to Oakland..	May 30, 1881	Bay & Coast R. R. and Oakland Township R. R.
Branch.....	Newark to Centerville.....	Feb. 18, 1882	S. P. C. R. R. Co.
Branch.....	Campbells to New Almaden.	June 15, 1886	Almaden Branch R. R. Co.
Branch.....	Felton to Boulder Creek.....	May 1, 1885	Pescadero R. R. Co.
Main.....	West San Leandro to Elmhurst.	During 1905-06	S. P. C. Ry. Co.
Branch.....	Newell Creek to Shingle Mill.	June 30, 1907	Do.

OREGON & CALIFORNIA RAILROAD COMPANY.

Main.....	Portland to Albany.....	Dec. 25, 1869	O. & C. R. R. Co.
Main.....	Albany to Roseburg.....	Dec. 1, 1872	Do.
Main.....	Roseburg to Riddle.....	During 1882	Do.
Main.....	Riddle to Ft. Lane.....	During 1883	Do.
Main.....	Ft. Lane to Ashland.....	During 1884	Do.
Main.....	Ashland to California State line.	During 1887	Do.
987	First through train San Francisco to Portland.	Dec. 16-17, 1887	
Branch.....	Portland to St. Joseph (Yamhill River) via Beaverton and Hillsboro.	Nov. 3, 1872	Oregon Central R. R. Co.
Branch.....	St. Joseph to Corvallis.....	During 1897	Western Oregon R. R. Co.
Branch.....	Portland to Dundee Jct.....	During 1886	Portland & Willamette Valley Ry. Co.

Data various portions of Southern Pacific lines were opened for public use—Continued.

OREGON & CALIFORNIA RAILROAD COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Branch.....	Dundee Jct. to St. Joseph....	During 1878	Willamette Valley R. R. Co.
Branch.....	Whiteson to Smithfield.....	During 1879	Do.
Branch.....	Smithfield to Dallas.....	During 1879	Oregonian R. R. Co.
Branch.....	Dallas to Airlie.....	During 1881	Do.
Branch.....	Ray's Ferry (Woodburn) to Brownsville.	During 1880	Do.
Branch.....	Brownsville to Coburg.....	During 1881	Do.
Branch.....	Albany Jct. to Lebanon.....	During 1881	O. & C. R. R. Co.
Branch.....	Coburg to Springfield.....	Sept. 2, 1891	Do.
Branch.....	Springfield to Natron.....	Sept. 28, 1891	Do.
Branch.....	Springfield to Springfield Jct.	Oct. 1, 1896	O. & C. R. R. Co.
Branch.....	Mohawk Jct. to Wendling....	Jan., 1901	Do.
Branch.....	Crabtree to Lebanon.....	July 17, 1910	Do.
Branch.....	St. Joseph to Lafayette.....	During 1905-06	Do.
	Oregonian Railroad, Dundee to Airlie and Sheridan Jct. to Sheridan (leased).	Dec. 5, 1890	
	Portland & Willamette Valley Ry., Portland to Dundee (acquired).	Jan. 1, 1891	
	Oregonian Railroad, Woodburn to Coburg (purchased)	Dec. 5, 1890	

BEAVERTON & WILLSBURG RAILROAD COMPANY.

Branch.....	Beaverton to Willsburg.....	July 17, 1910	Beaverton & Willsburg R. R. Co.
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PACIFIC RAILWAY & NAVIGATION COMPANY.

Branch.....	Hillsboro to Tillamook.....	During 1911-12	P. R. & N. Co.
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SALEM, FALLS CITY & WESTERN RAILWAY COMPANY.

Branch.....	West Salem to Black Rock (acquired).	During 1911-12	S. F. C. & W. Ry. Co.
Branch.....	Salem to Geer.....	Dec. 20, 1912	Do.

CORVALLIS & EASTERN RAILROAD.

Branch.....	Yaquina to Idanha (Hoover).	During 1906-07	C. & E. R. R. Co.
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COOS BAY, ROSEBURG & EASTERN RAILROAD & NAVIGATION CO.

Branch.....	Marshfield to Myrtle Point.	During 1906-07	C. B. R. & E. R. R. & Nav. Co.
Branch.....	Marshfield to North Bend...	Dec. 20, 1913	Do.

Dates various portions of Southern Pacific lines were opened for public use—Continued

ARIZONA EASTERN RAILROAD CO.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Branch.....	Phoenix to Winkelman (acquired during 1906-1907).	During 1905	P. & E. R. R.
Branch.....	Phoenix to Maricopa (M. & P. and S. R. V.).	.....	M. & P. R. R. Co.
Branch.....	Bowie to Globe.....	During 1899	G. V. G. & N. Ry. Co.
Branch.....	Phoenix to Hassayampa.... Consolidation to various Arizona Eastern companies under name of Arizona Eastern Railroad.	During 1910-11 Jan. 31, 1910	A. E. R. R. Co.

MORGAN'S LOUISIANA & TEXAS RAILROAD & STEAMSHIP COMPANY.

Main.....	Algiers to Lafourche.....	Nov. 6, 1854	N. O. Ope. & G. W. R. R. Co.
990 Main.....	Lafourche to Bayou Boeuf...	Mar. 1, 1856	Do.
990 Main.....	Bayou Boeuf to Berwick Bay (Morgan City).	Apr. 12, 1857	Do.
Main.....	Berwick Bay (Morgan City) to Vermilionville (Lafayette).	1880	M. L. & T. R. R. Co.
Main.....	Vermilionville (Lafayette) to Alexandria.	1881	Do.
Branch.....	Thibodeaux Branch.....	1881	Do.
Branch.....	New Iberia to Salt Mine.....	1882	Do.
Branch.....	Cade to St. Martinsville.....	1882	Do.
Branch.....	St. Martinsville to Arnaudville.	1898-99	Do.
Branch.....	Arnaudville to Port Barre...	May 15, 1907	Do.
Branch.....	Houma Branch.....	1871	Do.
Branch.....	Baldwin to Cypremort.....	1884	Do.
Branch.....	Cypremort to Weeks.....	Nov. 1, 1903	Do.
Branch.....	Raceland Branch.....	1886	Do.
Branch.....	Raceland to Lockport.....	Oct. 2, 1904	Do.
Branch.....	Thibodeaux to Oakley.....	1898-99	Do.
Branch.....	Oakley to Napoleonville.....	Oct., 1899	Do.
Main.....	Lafayette to Baton Rouge Junction.	Jan. 15, 1911	Do.

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IBERIA & VERMILION RAILROAD.

Branch.....	New Iberia to Abbeville (acquired).	During 1895...	I. & V. R. R.
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LOUISIANA WESTERN RAILROAD.

Main.....	Vermilionville (Lafayette) to Orange.	Aug., 1880	L. W. R. R. Co.
Branch.....	Midland Junction to Eunice.	Sept. 9, 1894	Do.
Branch.....	Eunice to Mamou.....	July 3, 1910	Do.
Branch.....	Gueydan to Abbeville.....	May 1, 1902	Do.
Branch.....	Mallard Junction to Hayes..	Aug. 15, 1903	Do.
Branch.....	Hayes to Lake Arthur.....	Dec. 29, 1903	Do.

Dates various portions of Southern Pacific lines were opened for public use—Continued.

TEXAS & NEW ORLEANS RAILROAD COMPANY.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
Main.....	Houston to Orange.....	Constructed before Civil War, but badly damaged and subsequently reconstructed as follows:	
Main.....	Houston to West Liberty....	Before Jan. 1, 1870.	T. & N. O. R. R. Co.
Main.....	West Liberty to Orange (Sabine R.).	Aug. 1, 1876	Do.
Branch.....	Sabine Pass to Rockland....	During 1882...	Sabine & E. T. R. R. Co.
Branch.....	Dallas to Cedar (acquired)...	1899-1900	Texas Trunk R. R. Co.
992 Branch..	Cedar to Athens.....	1899-1900	T. & N. O. R. R. Co.
Branch..	Athens to Frankfort.....	May 20, 1901	Do.
Branch.....	Frankfort to Jacksonville....	Apr. 20, 1902	Do.
Branch.....	North of Rockland 25 miles..	1899-1900	Do.
Branch.....	Rockland northerly 25 miles additional.	May 20, 1901	Do.
Branch.....	Bonita Junction to Mahl.....	Dec. 10, 1901	Do.
Branch.....	Mahl to Cushing.....	Feb. 10, 1903	Do.
Branch.....	Cushing to Jacksonville.....	May 17, 1903	Do.
Branch.....	Nome to Sour Lake.....	July 1, 1903	Do.
Branch.....	West Port Arthur to Port Arthur.	Sept. 15, 1907	Do.
Branch.....	Gallatin to Rusk.....	Apr. 15, 1909	Do.

GALVESTON, HARRISBURG & SAN ANTONIO RAILWAY COMPANY.

Main.....	Harrisburg to Columbus.....	Previous to 1870.	Buffalo Bayou, Brazos & Colorado R. R.
Main.....	Columbus to Luling.....	1874	G. H. & S. A. Ry. Co.
Main.....	Luling to San Antonio.....	Mar. 1, 1877	Do.
Main.....	Rio Grande bridge to El Paso.	1881	Do.
	Completion of construction between El Paso and San Antonio near Pecos bridge, completing through line.	Jan. 15, 1883	
993	First trains between San Fran. and New Orleans.	Feb. —, 1883	Do.
Branch.....	Columbus to La Grange.....	1880	Do.
Branch.....	Harrisburg to Pierce Jct.	1880	Do.
Branch.....	Spafford to Eagle Pass.....	June 1, 1882	Do.
Branch.....	Harwood to Gonzales (leased)	1883	Do.
Branch.....	Indianola (Port Lavaca) to Cuero.	Mar. 3, 1873	G. W. T. & P. Ry.
Branch.....	Cuero to Smiley.....	Aug. 16, 1906	G. H. & S. A. Ry. Co.
Branch.....	Smiley to Stockdale.....	Apr. 18, 1906	Do.
Branch.....	Stockdale to San Antonio (purchased).	Aug. 9, 1905	S. A. & Gulf Ry. Co.
Branch.....	Rosenberg to Navidad.....	Jan. 9, 1882	N. Y. T. & M. Ry.
Branch.....	Garcitas to Victoria.....	Jan. 9, 1882	Do.
Branch.....	Completed Rosenberg to Victoria.	June 2, 1884	Do.
Branch.....	Victoria to Beeville.....	Sept. 10, 1889	G. W. T. & P. Ry.
Branch.....	Van Vleck to Hawkinsville..	Feb. 1, 1903	N. Y. T. & M. Ry.
Branch.....	Wharton to Van Vleck.....	Sept. —, 1900	Do.
Branch.....	Bay City Jct. to Bay City...	Oct. 1, 1902	Do.

Dates various portions of Southern Pacific lines were opened for public use—Continued.

GALVESTON, HARRISBURG & SAN ANTONIO RAILWAY COMPANY—Continued.

Main line or branch.	Location.	Date of opening.	Original owning corporation.
994 Branch..	Bay City to Markham.....	Mar. 31, 1903	N. Y. T. & M. Ry.
Branch..	Markham to Tres Palacios....	July 1, 1903	Do.
Main.....	Magers to Galveston (acquired).	Jan. —, 1900	G. H. & N. Ry. Co.
Main.....	New Galveston Causeway...	May 25, 1912	G. H. & S. A. Ry. Co.

HOUSTON & TEXAS CENTRAL RAILROAD.

Main.....	Houston to Denison.....	Mar. 11, 1873	H. & T. C. R. R. Co.
Main.....	Mexia to Jewett.....	July 15, 1906	Do.
Main.....	Jewett to Nollewa.....	Dec. 16, 1906	Do.
Main.....	Giddings to Stone City.....	Sept. 10, 1913	Do.
Branch.....	Hempstead to Austin.....	1871	Do.
Branch.....	Austin to Burnet.....	Jan. 1, 1882	A. & N. W. R. R. Co.
Branch.....	Burnet to Lampasas.....	Nov. 10, 1902	H. & T. C. Ry. Co.
Branch.....	Bremond to Ross.....	1878	Do.
Branch.....	Ennis to Waxahachie.....	1886	C. T. & N. W. R. R. Co.
Branch.....	Waxahachie to Fort Worth (acquired during 1895).	May —, 1886	F. W. & N. O. R. R. Co.
Branch.....	Hutchins to Lancaster (purchased).	Oct. 1, 1905	Lancaster Tap R. R. Co.

995

HOUSTON, EAST & WEST TEXAS RAILWAY COMPANY.

Main.....	Houston to Goodrich.....	1879	H. E. & W. T. Ry. Co.
Main.....	Goodrich to Moscow.....	1880	Do.
Main.....	Moscow to Burke.....	1881	Do.
Main.....	Burke to Nacogdoches.....	1882	Do.
Main.....	Nacogdoches to Sterne.....	1883	Do.
Main.....	Sterne to Logansport.....	Dec. 1, 1885	Do.

HOUSTON & SHREVEPORT RAILROAD COMPANY.

Main.....	Logansport to Shreveport....	Oct. —, 1885	S. & H. Ry. Co.
	Bridge completed and first through train run.	Jan. 26, 1886	

996

PETITIONER'S EXHIBIT No. 43-44, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via Ogden gateway between all points west of Ogden, Utah, and Atlantic seaboard territory, comprising all points east of a line from Toronto via Buffalo and Pittsburg to Bristol, Tenn., and north of the line of the Norfolk and Western Ry. from Bristol to the Atlantic Ocean.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound.....	154, 220	926, 433
Westbound.....	68, 916	593, 330
Total eastbound and westbound.....	223, 145	1, 519, 772

Issued by accounting department, New York, N. Y., January 13, 1915.

7 PETITIONER'S EXHIBIT No. 45-46, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via Ogden gateway between all points west of Ogden, Utah, and Middle West territory, comprising all points on and east of the line of the Chicago, Rock Island and Pacific Railway extending from the Kansas-Oklahoma state line, via McFarland and Belleville, Kansas, and Des Moines, Iowa, to St. Paul, Minn., north of the northern boundary of the states of Oklahoma and Arkansas; north of the Ohio River and west of the Atlantic seaboard territory.

For the year ended June 30th, 1914.

[Even tons & dollars.]

	Tons.	Revenue.
Eastbound.....	368, 975	2, 576, 384
Westbound.....	259, 648	2, 451, 700
Total east and west bound.....	628, 623	5, 028, 084

Issued by accounting department, New York, N. Y., January 13, 1915.

8 PETITIONER'S EXHIBIT No. 47-48, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway including relatively small amount of traffic interchanged with A., T. S. F. Ry at Deming, N. M.) between all points west of Ogden, Utah (which includes all points west of El Paso, Texas), and Atlantic seaboard territory, comprising all points east of a line from Toronto via Buffalo and Pittsburg to Bristol, Tenn., and north of the line of the Norfolk and Western Ry. from Bristol to the Atlantic Ocean.

For the year ended June 30, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound	163, 180	1, 991, 995
Westbound	105, 808	2, 200, 328
Total east and west bound.....	268, 988	4, 201, 323

Issued by accounting department, New York, N. Y., January 13, 1915.

999

PETITIONER'S EXHIBIT No. 49-50, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway (including relatively small amount of traffic interchanged with A., T. & S. F. Ry. at Deming, N. M.) between all points west of Ogden, Utah (which includes all points west of El Paso, Texas), and Middle West territory, comprising all points on and east of the line of the Chicago, Rock Island & Pacific Railway extending from the Kansas-Oklahoma State line, via McFarland and Belleville, Kansas, and Des Moines, Iowa, to St. Paul, Minn., north of the northern boundary of the States of Oklahoma and Arkansas, north of the Ohio River, and west of the Atlantic seaboard territory.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound	271, 897	2, 193, 001
Westbound	269, 970	3, 125, 331
Total east and west bound.....	541, 867	5, 318, 932

Issued by accounting department, New York, N. Y., January 13, 1915.

1000

PETITIONER'S EXHIBIT No. 51, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic which originated, passed over, or was delivered on the Central Pacific R. R. (this includes all freight tonnage and total revenue on traffic which originated or was delivered at points reached by Central Pacific, whether moving over Central Pacific line or not) moving via El Paso gateway (including relatively small amount of traffic interchanged with A., T. & S. F. Ry. at Deming, N. M.) between all points west of Ogden, Utah, and Atlantic seaboard territory, comprising all points east of a line from Toronto via Buffalo and Pittsburg to Bristol, Tenn., and north of the

line of the Norfolk and Western Ry. from Bristol to the Atlantic Ocean.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound -----	34, 812	646, 005
Westbound -----	50, 045	1, 093, 267
Total east and west bound-----	84, 857	1, 739, 272

Issued by accounting department, New York, N. Y., January 13, 1915.

1001 PETITIONER'S EXHIBIT No. 52, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic which originated, passed over, or was delivered on Central Pacific R. R. (this includes all freight tonnage and total revenue on traffic which originated at or was delivered at points reached by Central Pacific, whether moving over Central Pacific line or not) moving via El Paso gateway (including relatively small amount of traffic interchanged with A., T. & S. F. Ry. at Deming, N. M.) between all points west of Ogden and Middle West territory, comprising all points on and east of the line of the Chicago, Rock Island and Pacific Railway extending from the Kansas-Oklahoma State line via McFarland and Belleville, Kansas, and Des Moines, Iowa, to St. Paul, Minn.; north of the northern boundary of the States of Oklahoma and Arkansas; north of the Ohio River and west of the Atlantic seaboard territory.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound -----	31, 180	269, 457
Westbound -----	63, 734	665, 035
Total east and west bound-----	94, 914	934, 492

Issued by accounting department, New York, N. Y., January 13, 1915.

002 PETITIONER'S EXHIBIT No. 53, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway between all points in Nevada and Atlantic seaboard territory, comprising all points east of a line from Toronto via Buffalo and Pitts-

burg to Bristol, Tenn., and north of the line of the Norfolk and Western Ry. from Bristol to the Atlantic Ocean.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue
Eastbound.....	---	---
Westbound.....	539	13,2
Total eastbound and westbound.....	539	13,2

Issued by accounting department, New York, N. Y., January 1, 1915.

1003

PETITIONER'S EXHIBIT No. 54, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway between all points in Nevada and Middle West territory, comprising all points on and east of the Chicago, Rock Island and Pacific Railway extending from the Kansas-Oklahoma State line via McFarland and Belleville, Kansas, and Des Moines, Iowa, to St. Paul, Minnesota, north of the northern boundary of the States of Oklahoma and Arkansas; north of the Ohio River and west of the Atlantic seaboard territory.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue
Eastbound.....	---	---
Westbound.....	30	93
Total eastbound and westbound.....	30	93

Issued by accounting department, New York, N. Y., January 1, 1915.

1004

PETITIONER'S EXHIBIT No. 55, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway (including relatively small amount of traffic interchanged with A. T. & S. F. Ry. at Deming, N. M.) between all points in Oregon and beyond and in California, north of Roseville, Davis, Elmira, Suisun, and South Vallejo and Atlantic seaboard territory: comprising all points east of a line from Toronto via Buffalo and Pittsburgh to Bristol, Tenn., and north of the line of the Norfolk and Western Ry. from Bristol to the Atlantic Ocean.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound.....	22, 161	426, 324
Westbound.....	2, 801	84, 260
Total, east and west bound.....	24, 962	510, 584

Issued by accounting department, New York, N. Y., January 13, 1915.

1005 PETITIONER'S EXHIBIT No. 56, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway (including relatively small amount of traffic interchanged with A., T. & S. F. Ry. at Deming, N. M.) between all points in Oregon and beyond and in California north of Roseville, Davis, Elmira, Suisun, and South Vallejo and Middle West territory: comprising all points on and east of the line of the Chicago, Rock Island and Pacific Railway extending from the Kansas-Oklahoma State line via McFarland and Belleville, Kansas, and Des Moines, Iowa, to St. Paul, Minn.; north of the northern boundary of the States of Oklahoma and Arkansas; north of the Ohio River and west of the Atlantic seaboard territory.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue.
Eastbound.....	5, 351	51, 384
Westbound.....	13, 122	124, 919
Total east and west bound.....	18, 473	176, 303

Issued by accounting department, New York, N. Y., January 13, 1915.

1006 PETITIONER'S EXHIBIT No. 57, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway (including relatively small amount of traffic interchanged with A. T. & S. F. Ry. at Deming, N. M.) between San Francisco and Oakland, California (includes all traffic which originated at, passed through, or was delivered at San Francisco or Oakland) and Atlantic seaboard territory: comprising all points east of a line from Toronto via Buffalo and Pittsburg to Bristol, Tenn., and north of the line of the Norfolk and Western Ry. from Bristol to the Atlantic Ocean.

1654

UNITED STATES VS. SOUTHERN PACIFIC CO.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue
Eastbound -----	4,598	95,841
Westbound -----	38,933	920,502
Total east and west bound -----	43,531	1,016,343

Issued by accounting department, New York, N. Y., January 13, 1915.

1007-1044 PETITIONER'S EXHIBIT No. 58, OCTOBER 7, 1914.

Statement of commercial freight tonnage and revenue of the Southern Pacific Company on traffic moved via El Paso gateway (including relatively small amount of traffic interchanged with A. T. & S. F. Ry. at Deming, N. M.) between San Francisco and Oakland, California (includes all traffic which originated at, passed through, or was delivered at San Francisco or Oakland) and Middle West territory: comprising all points on and east of the line of the Chicago, Rock Island and Pacific Railway extending from the Kansas-Oklahoma State line via McFarland and Belleville, Kansas, and Des Moines, Iowa, to St. Paul, Minn.; north of the northern boundary of the States of Oklahoma and Arkansas; north of the Ohio River and west of the Atlantic seaboard territory.

For the year ended June 30th, 1914.

[Even tons and dollars.]

	Tons.	Revenue
Eastbound -----	10,295	73,330
Westbound -----	40,497	433,402
Total east and west bound -----	50,792	506,732

Issued by accounting department, New York, N. Y., January 13, 1915.

1045 PETITIONER'S EXHIBIT No. 59, OCTOBER 7, 1914.

UNITED STATES OF AMERICA,
DEPARTMENT OF THE INTERIOR,
Washington, D. C., October 1, 1914

Pursuant to section 882 of the Revised Statutes, I hereby certify that the annexed papers are true and correct copies of the original as the same appear on file and of record in this department.

In testimony whereof, I have hereunto subscribed my name, and caused the seal of the Department of the Interior to be affixed, the day and year first above written.

B. SWEENEY,
Assistant Secretary of the Interior.
P.

Seal Department of the Interior.

1046

OFFICE OF THE CENTRAL PACIFIC
RAILROAD COMPANY OF CALIFORNIA,
November 1st, 1862.

In accordance with the requirements of the 9th section of the act entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes"—I herewith forward the acceptance of the provisions of the said act by the Central Pacific Railroad Company of California, which please file in the Department of the Interior, and oblige,

Very respectfully, your obedient servant,

MARK HOPKINS,
Secty. Central P. R. R. Co. of California.

To the HON. SECRETARY OF THE DEPARTMENT OF THE INTERIOR,
Washington, D. C.

1047 (Endorsement on back:)

Nov. 13, 1862.

Mark Hopkins, Sec'y Cent. P. R. R. Co. of California.

Forwards acceptance by said Co. of the provisions of the 9th section of an act to aid in constructing a Rail Road, &c., from the Mo. River to the Pacific Ocean, &c.

Copy sent to Senate March 4/64.

Rect. ackd. Dec. 24, 1862.

Certified copy of within furnished.

C. P. HUNTINGTON.

No. filed.

Jan. 11, 1865.

Copy of certificate furnished Henry Beard June 8, 1870, Mr. White.

Whereas on the first day of July, in the year of our Lord one thousand eight hundred and sixty-two, the President of the United States of America duly approved an act passed by the Congress of the

United States entitled

1048 "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to

secure to the Government the use of the same for postal, military, and other purposes."

And whereas by the provisions of the said act of Congress "The Central Pacific Rail Road Company of California," are authorized and empowered to construct a portion of the line of Rail Road and telegraph provided for by said act of Congress;

And whereas by the terms of the ninth section of said act of Congress said company is required to file its acceptance of the conditions of said act in the Department of the Interior within six months after the passage of said act;

And whereas on the seventh day of October A. D., one thousand eight hundred and sixty-two the said "Central Pacific Rail Road Company of California," by its board of directors, at a regular meeting of said board of directors, held at their office in the city of Sacramento, in the State of California, on that day duly adopted the following resolutions:

Resolved, That this "The Central Pacific Rail Road Company of California" hereby accepts the conditions of said act of Congress, and hereby agrees faithfully to perform and comply with all 1049 the terms, conditions, stipulations, and requirements of the said act of Congress, so far as the same are applicable to the said company.

Resolved further, that the secretary of this company is hereby directed to prepare a written acceptance of the conditions of the said act of Congress; that the same be signed by the president and secretary of said company, and sealed with the corporate seal of the said company; that the President cause the same to be filed in the Department of the Interior at Washington City, in the District of Columbia, within six months from the date of the passage of said act of Congress; and that a duplicate of such acceptance be also prepared and filed in the office of the secretary of this company."

Now, therefore, the said "The Central Pacific Rail Road Company" of California," have accepted, and do hereby accept, the conditions of the said act of Congress, and hereby agree to faithfully perform and comply with all the terms, conditions, stipulations, and requirements of the said act of Congress, so far as the same are applicable to the said company.

In testimony whereof the said "The Central Pacific Rail Road Company of California," have caused their corporate seal to 1050 be hereto affixed, and the same to be signed by the president and secretary of said company, in pursuance of the resolve

tions of the board of directors aforesaid, this seventh day of October, A. D. one thousand eight hundred and sixty-two.

LELAND STANFORD,
President Central Pacific R. R. Co. of California.

MARK HOPKINS,
Secretary Central Pacific R. R. Co. of California.

Central Pacific Railroad Co. of California. Incorporated June 28, 1861.

1051 (Endorsement:)

Central Pacific.

Department of the Interior.

Received Dec. 24th, 1862.

Dated Nov. 1st, 1862.

From Mark D. Hopkins, Sec'y Cent. Pac. R. R. Co. of California.

Subject.

Forwards acceptance by said Co. of the provisions of the 9'' section of an act to aid in constructing a R. R., &c., from the Mo. River to the Pac. Ocean, &c.

Case I K-9.

Action.

Vol. I Railroads, page 109.

Ackd. Dec. 24/62. Copy sent to Senate Mar. 4-64.

Filed.

Registered, 1-109.

Filed, Jan. 11-1865.

1052

PETITIONER'S EXHIBIT No. 60, OCTOBER 7, 1914.

UNITED STATES OF AMERICA,
DEPARTMENT OF THE INTERIOR,
Washington, D. C., October 1, 1914.

Pursuant to section 882 of the Revised Statutes, I hereby certify that the annexed papers are true and correct copies of the originals as the same appear on file and of record in this department.

In testimony whereof I have hereunto subscribed my name, and caused the seal of the Department of the Interior to be affixed the day and year first above written.

B. SWEENEY,
Assistant Secretary of the Interior.
P.

Seal Department of the Interior.

1658

UNITED STATES VS. SOUTHERN PACIFIC CO.

1053

UNION PACIFIC RAILROAD COMPANY,
SECRETARY'S OFFICE, 54 WILLIAM STREET,
New York, June 25, 1863.

Hon. J. P. USHER,

Secretary of the Interior, etc. etc.

SIR: I have the honor to enclose herewith the assent of the Union Pacific Railroad Company to the act incorporating the same, and respectfully request that said assent be filed in the Department of the Interior agreeably to the provision of the seventh section of said act.

I have the honor to be,

Very respectfully,

HENRY V. POOR,

Secretary of the Union Pacific Railroad Company.

1054 (Endorsement:)

Union Pacific Railroad Co., No. 54 William Street, New York,
June 25, 1863.

S. V. Poor, sec'y R. R. Co.

Encloses acceptance by said company of the provisions of the act of 1st July, 1862.

Rect. ackd. June 27, 1863.

File.

Copy sent to Senate March 4/64.

Mr. White.

1055

UNION PACIFIC RAILROAD COMPANY,
SECRETARY'S OFFICE, 54 WILLIAM STREET,
New York, June 23d, 1863.

To the Hon. J. P. USHER,

Secretary of the Interior, &c., &c., Washington, D. C.

SIR: The undersigned, president and secretary of the Union Pacific Railroad Company, in obedience to the resolution of the board of commissioners of the Union Pacific Railroad and Telegraph Company, passed at the meeting of the same held at Chicago, Illinois, on the second day of September, 1862, and by virtue of the authority vested in us by said board, have the honor, in behalf of the same, of signifying, under the seal thereof, the full acceptance by the Union Pacific Railroad Company of the provisions of the act of Congress passed on the first day of July, 1862, entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes." And we respectfully request that this assent of said company to the provision of

1056 said act may be seasonably filed, as provided in the same, in the Department of the Interior. We have the honor to be,
Your obdt. servants,

W. B. OGDEN,
President of the Union Pacific Railroad Co.
HENRY V. POOR,
Secretary of the Union Pacific Railroad Co.

Union Pacific Railroad Company. 1862.

057 (Endorsement:)

Department of the Interior.

Received June 26th, 1863. Dated June 25th, 1863.

From Henry V. Poor, No. 54 William St., New York City.

Subject.

Encloses acceptance by U. Pac. Railway Co. of the provisions of the act of 1st July, 1862.

Action.

Receipt ackd. June 27th/63.

Filed.

Copy to Senate Mar. 4,/64.

Registered, 1-744.

Filed.

058 PETITIONER'S EXHIBIT No. 61, OCTOBER 7, 1914.

o. D26773.

10 shares.

This is to certify that W. H. Joy is entitled to ten (10) shares of one hundred dollars each in the capital stock of the Central Pacific Railroad Company transferable only on the books of the said company in the city of New York upon the surrender of this certificate and all unpaid dividend warrants belonging thereto. This certificate not valid without the signature of the registrar and transfer agent. Any dividends that may be declared or become payable upon the stock represented by this certificate will be paid only upon presentation and surrender of the annexed dividend warrants corresponding in number with the dividend so declared and to the bearer of said warrants.

In witness whereof the said company has caused this certificate to be signed by its president and secretary this 12 day of March, 1883, and to be countersigned by its registrar and transfer agent.

1059 E. H. Miller, Jr., secretary. Countersigned and prior certificate annulled this 13 day of March, 1883. Fourth National Bank of New York, registrar. By H. Buckhout, cashr.

Leland Stanford, president. Countersigned this 12 day of March, 1883. Geo. Watkins, transfer agent.

(On back:)

For value received ——— hereby sell, assign, and transfer unto ——— shares of the stock represented by the within certificate and do hereby irrevocably constitute and appoint ——— attorney to transfer the said stock on the books of the within-named company with full power of substitution in the premises.

Dated March 13th, 1883.

W. H. Joy.

In presence of T. L. Manson, Jr.

Correct. Charles Head Co.

1060 PETITIONER'S EXHIBIT (BOOZE) No. 62, OCTOBER 7, 1914.

(Pursuant to agreement of counsel at page 535 of the record, Exhibit No. 62 need not be copied, as it is identical with petitioner's Exhibit No. 24, with the following exceptions, the page numbers given below referring to Exhibit 24 in volume 5 of petitioner's exhibits:)

Page 626, line 9:

Ex. 24. be added to or taken from as the case may be, the cargo of.

Ex. 62. be added or taken from as the case may be, the cargo of.

Page 628, line 15:

Ex. 24. ment, and on or before the thirteenth day of the succeeding.

Ex. 62. ment, and on or before the thirtieth day of the succeeding.

Page 630, line 6:

Ex. 24. either party to the other, with this exception, that if the.

Ex. 62. either party to the other, with this exception, that it the.

Page 630, line 13:

Ex. 24. or via the Isthmus of Panama, that shall affect the through.

Ex. 62. or via the Isthmus of Panama, that shall effect the through.

Page 630, line 19:

Ex. 24. tion to Europe via Panama—it is understood that the class.

Ex. 62. tion to to Europe via Panama—it is understood that the class.

Page 631, line 11:

Ex. 24. Trans-Continental Association.

Ex. 62. Trans-Continental Assocn.

1061 PETITIONER'S EXHIBIT (BOOZE) No. 63, OCTOBER 7, 1914.

Agreement of the Trans-Continental Association.

This agreement, made the first day of December, A. D. 1887, by and between

The Atchison, Topeka & Santa Fe Railroad Company,
The Atlantic & Pacific Railroad Company,
The Burlington & Missouri River Railroad in Nebraska,
The California Central Railway Company,
The California Southern Railroad Company,
The Canadian Pacific Railway Company,
The Central Pacific Railroad Company,
The Denver & Rio Grande Railway Company,
The Denver & Rio Grande Western Railroad Company,
The Galveston, Harrisburg & San Antonio Railway Company,
The Missouri Pacific Railway Company,

(Pencil notation on first page: "Notice of withdrawal effective 12/31/92.")

1062 The Northern Pacific Railroad Company,
The Oregon & California Railroad Company,
The Oregon Railway and Navigation Company,
The Oregon Short Line,
The St. Louis & San Francisco Railway Company,
The Southern Pacific Company,
The Texas & Pacific Railway Company, and
The Union Pacific Railway Company.

Witnesseth: The object of this agreement is to promote harmony of action between the above-named carriers to the end that reasonable rates of charge for their respective services may be jointly made and maintained. In pursuit of said object, it is agreed as follows:

Article I.

That an organization is hereby formed, to be called the Trans-Continental Association.

Article II.

The traffic subject to this agreement shall be as follows: To, from, or passing through Sacramento, Marysville, Mojave, San Bernardino, and Colton, California; Portland, Oregon; Tacoma and Seattle,

Washington Territory; Vancouver, British Columbia, on one hand, to, from, or through points on or east of the 97th meridian of longitude, including Winnipeg, Manitoba, on the other hand, excepting freight business from or to Asia, Australasia, and Central America.

Article III.

Executive Committee.

1. The affairs of the association shall be directed by an executive committee of seven members, to be annually elected unanimously. This committee shall adjudicate differences between members.

2. The committee shall fix the salary of the chairman and other officers, shall approve the appointment and salaries of necessary employees, and authorize and audit all disbursements.

3. Meetings of the committee shall be called on the request of two members addressed to the chairman, or when deemed necessary by him, the main objects for consideration to be stated in the call.

4. Five members shall constitute a quorum. All action of the executive committee must be unanimous.

Article IV.

1. The officers of the association shall be elected by consent of all the members. Vacancies shall be filled by the executive committee pending next general meeting of the association.

2. The executive officer of the association shall be the chairman. He shall preside at all meetings and shall be *ex officio* chairman of regular committees.

3. He shall have authority to construe this agreement and all resolutions which may be adopted, and his decision shall be binding until reversed by the executive committee or by a general meeting.

4. He shall investigate any violation of this agreement and in such manner as he may elect, reporting same to executive committee.

5. He shall keep the records of the association, shall issue in joint form all rates, rules, and regulations relating to traffic covered by this agreement, issuing them to all members and their designated representatives simultaneously, filing copies with the Interstate Commerce Commission as required by law, keep a full and accurate account of the movements of and revenue received from such traffic.

make such reports as may be required by the executive committee or the association, and render monthly detailed statements and approximate weekly reports of all traffic.

1063 6. He or his deputy shall at all times have access to all books and papers of the parties hereto which have a bearing on the business subject to this agreement.

7. He shall be supplied daily with legible impression copies of the waybills of all freight and with statements monthly of the passenger traffic covered by this agreement; and in addition thereto the initial roads for east and westbound business, respectively, shall make daily reports showing approximately the number of passengers of each class, route, origin, and destination (if either or both be an association point), and junction or terminal points through which the business passes.

8. Each party hereto shall file with the chairman all of its tariffs, regular or special, bearing on the traffic covered by this agreement, and it shall be his duty to see that they in no wise conflict with the rates adopted by the association.

9. Should necessity for change in the rates or regulations arise, prompt action shall be taken by the chairman, and his ruling shall stand until reversed by the executive committee or by general meeting.

1066 Article V.

1. The general freight and passenger agents, respectively, or other designated officers of the companies parties hereto, shall constitute rate committees. Said committees shall make all rates and divisions and rules pertaining thereto. Should the rate committee fail to agree, reference shall be had to the executive committee.

2. The rates, divisions, rules, and regulations adopted shall be promulgated by the chairman for the guidance of the parties in interest, and no deviation shall be allowed nor any change made, except as provided in article 4, section 9.

(Typewritten slip pasted in margin:)

Resolution adopted August 20th, 1889, appearing on page 469 of printed proceedings.

“Resolved, That rates and divisions to any point shall not be effective until published by the chairman, it being understood that when divisions are arranged by the chairman to any point which any member of this association can not reach by the lines with which such divisions have been arranged, such member of the association is at liberty to arrange divisions by other lines to reach the same point, provided in all cases that the full tariff rates established by the association shall be fully maintained.”

1067

Article VI.

1. The expenses of this association shall be borne by the several parties hereto in the proportion their entire revenue from freight and passenger traffic subject to the agreement bears to the total revenue of all parties from same traffic, except as may hereafter be provided.

2. The executive committee shall provide for the expenses until a basis of assessment can be arrived at.

Article VII.

1. The meetings of the association shall be held at the call of the chairman, when in his judgment they are necessary, or at the request of two members addressed to the chairman.

2. Two-thirds of the members shall constitute a quorum, and the unanimous action of such meeting shall be binding on all parties, except that propositions designed to effect changes in existing agreements or limitations, or extensions of the interests of this association, shall not be considered at any meeting where all the
1068 members are not represented, except as herein provided.

3. Whenever it shall be deemed necessary to call a meeting the chairman shall consult the wishes of all members before fixing the date and place of such meeting. Not less than two weeks' notice shall be given. When the date shall have been set the meeting shall not be postponed, except on the request of a majority of the members. Each member shall be represented at such meeting by some person duly authorized to act, whose vote shall be binding. A quorum being present, it is understood and agreed that failure to attend a meeting so called shall be taken as authorizing the chairman to act for any member not represented.

4. The chairman, in all notices of meetings of the executive committee or of the association, shall state the subjects to be discussed at such meetings.

5. No person shall be allowed to be present during meetings of this association except the president, vice president, general manager, general superintendent, traffic manager, general freight agent, general ticket agent, and general passenger agent, or other duly authorized officers of the roads members of this association, together with the chairman and his secretary, except by unanimous consent.

Article VIII.

This agreement shall take effect January 1, 1888, and shall continue, subject thereafter to ninety days' written notice to the chair-

man of a desire on the part of any member to withdraw from or amend the same.

(Typewritten slip pasted in margin:)

Article VIII.

(In pencil:) See page 67 of proceedings for 1888.

This agreement shall take effect January 1, 1888, and shall continue, subject thereafter to ninety days' written notice to the chairman of a desire on the part of any member to withdraw from or amend the same, which notice shall specify whether he desires to withdraw from the agreement as far as it may be applied to passenger or freight traffic, or both, and in the event of such notice the chairman shall, prior to the expiration of the ninety days, convene the members of the association to decide what action shall be taken.

1070 Wm. F. White, traffic mgr., for the Atchison, Topeka & Santa Fe Railroad Company.

Wm. F. White, traffic mgr., for the Atlantic & Pacific Railroad Company.

Thos. Miller, for the Burlington & Missouri River Railroad Company in Neb.

Wm. F. White, traffic mgr., for the California Central Railway Company.

Wm. F. White, traffic mgr., for the California Southern Railroad Company.

G. W. Olds, gen. traffic manager, for the Canadian Pacific Railway Company.

J. C. Stubbs, genl. traffic mgr., S. P. Co., for the Central Pacific Railroad Company.

A. S. Hughes, traffic mangr., for the Denver & Rio Grande Railroad Company.

J. H. Bennett, genl. frt. & passr. agt., for the Denver & Rio Grande Western Railroad Company.

J. C. Stubbs, genl. traf. mgr., S. P. Co., for the Galveston, Harrisburg & San Antonio Railway Company.

1071 W. H. Newman, 3d v. prest., for the Missouri Pacific Railway Company.

T. F. Oakes, vice-president & gen'l manager, per C. A. Fee, for the Northern Pacific Railroad Company.

J. C. Stubbs, genl. traffic mgr. S. P. Co., for the Oregon & California Railroad Company.

T. J. Potter, 1st vice pres., per H. A. Johnson, for the Oregon Railway & Navigation Company.

T. J. Potter, 1st vice pres., per H. A. Johnson, for the Oregon Short Line.

H. L. Morrill, 2nd vice prest. & genl. manr., for the St. Louis & San Francisco Railway Company.

J. C. Stubbs, genl. traffic mgr., for the Southern Pacific Company.

_____, for the Texas & Pacific Railway Company.

T. J. Potter, 1st vice pres., per H. A. Johnson, for the Union Pacific Railway Company.

_____, for the Chicago, Kansas, and Nebraska R. R. Co.

1072 _____, for the Great Northern Railway Line.

H. Collbran, for the Colorado Midland Railway Company.

(Endorsement:)

Original.

Agreement of the Trans-Continental Association. January 1, 1888.

1074 PETITIONER'S EXHIBIT (CONNOR) No. 65, OCTOBER 7, 1914.

Statement showing proportions of transcontinental rates from Pittsburg-Buffalo territory, Cincinnati, Cincinnati territory, and Detroit territory to California terminals other than San Francisco, accruing to lines west of Council Bluffs and New Orleans, respectively.

Rate.	Pittsburg-Buffalo territory.		Cincinnati, and Cincinnati and Detroit territories.			
	Prop'n west of Council Bluffs.	Prop'n west of New Orleans.	Prop'n west of Council Bluffs.	Proportion west of New Orleans.		
				Cincinnati territory.	Cincinnati (proper).	Detroit territory.
600	434.2	408.5	449.6	419.2	458.5	412.1
480	347.6	327.0	359.8	335.5	366.9	329.8
450	325.9	306.6	337.3	314.6	344.1	309.3
400	289.8	272.6	300.0	279.8	305.9	275.0
390	282.5	265.8	292.5	272.8	298.3	268.2
340	246.4	231.8	255.1	237.9	260.1	233.8
300	217.5	204.7	225.1	210.0	229.7	206.5
270	195.8	184.3	202.7	189.1	206.8	185.9
260	188.6	177.5	195.2	182.1	199.1	179.0
1075						
250	181.4	170.7	187.8	175.2	194.2	172.2
240	174.1	163.9	180.3	168.2	183.9	165.3
225	163.3	153.7	169.0	157.7	172.4	155.1
220	159.7	150.3	165.3	154.3	168.7	151.0
215	156.1	146.9	161.6	150.7	164.8	148.2
210	152.5	143.5	157.8	147.3	161.0	144.0
200	145.2	136.7	150.3	140.3	153.4	137.6
190	138.0	130.0	142.9	133.4	145.8	131.1

90
90
85
80
78
75

S. F.,

1077

Ten
ritory

January...
February...
March...
April...
May...
June...
July...
August...
September...
October...
November...
December

Total

Yellow
Banner

1073 PETITIONER'S EXHIBIT (CONNOR) No. 64, OCTOBER 7, 1914.

Official map of railroad freight classification territories and freight traffic association territories issued under the direction of Central Freight Association. Eugene Morris, chairman. L. A. Lowrey, secretary. Copyright, 1913, by Eugene Morris, 2046 Transportation Building, Chicago, Ill.

Pursuant to agreement of counsel, this map is not to be reproduced as an exhibit.

Rate.	Pittsburg-Buffalo territory.		Cincinnati, and Cincinnati and Detroit territories.			
	Prop'n west of Council Bluffs.	Prop'n west of New Orleans.	Prop'n west of Council Bluffs.	Proportion west of New Orleans.		
				Cincinnati territory.	Cincinnati (proper).	Detroit territory.
185	134.4	126.6	139.1	129.9	142.0	127.7
180	130.8	123.2	135.4	126.4	138.1	124.2
175	127.2	119.7	131.7	122.9	134.3	120.7
170	123.6	116.4	127.9	119.4	130.5	117.4
165	119.9	113.0	124.2	115.9	126.7	114.0
160	116.3	109.6	120.4	112.4	122.9	110.5
115	112.8	106.2	116.7	109.0	119.1	107.1
150	109.1	102.7	113.0	105.4	115.3	103.7
145	105.5	99.3	109.2	101.9	111.4	100.2
1076						
140	101.9	96.0	105.5	98.4	107.6	96.8
135	98.3	92.5	101.7	95.0	103.8	93.4
130	94.7	89.2	98.0	91.5	100.0	89.9
125	91.0	85.8	94.2	88.0	96.2	85.5
120	87.4	82.4	90.5	84.5	92.4	83.1
115	83.9	79.0	86.8	81.0	88.6	79.6
110	80.2	75.6	83.0	77.5	84.7	76.2
105	76.6	72.2	79.3	74.0	80.9	72.8
100	73.0	68.8	75.6	70.6	77.1	69.4
95	69.4	65.4	71.8	67.1	73.3	66.0
90	65.8	62.0	68.1	63.6	69.5	62.5
85	62.1	58.6	64.3	60.2	65.7	59.1
80	58.6	55.2	60.6	56.6	61.9	55.7
78	57.5	54.2	59.5	55.6	60.7	54.7
75	55.0	51.8	56.9	53.2	58.0	52.2

S. F., October 29, 1901.

1077 PETITIONER'S EXHIBIT (CONNOR) No. 66, OCTOBER 7, 1914.

Ten year statement in carloads of business handled from the territory of W. H. Connor, Commercial Agent, via Sunset.

	1890	1891	1892	1893	1894	1895	1896	1897	1898	1899	Total.	Monthly average.
January.....	74	63	83	145	119	112	128	145	194	105	1,168	116.8
February.....	126	71	137	182	120	121	134	151	242	175	1,459	145.9
March.....	122	58	129	230	168	147	290	149	353	262	1,908	190.8
April.....	116	64	113	238	145	117	320	128	263	244	1,748	174.8
May.....	96	70	95	236	156	153	116	297	209	209	1,664	166.4
June.....	123	74	121	116	225	248	185	141	276	241	1,750	175
July.....	126	110	131	113	191	127	156	116	203	253	1,526	152.6
August.....	111	98	106	94	161	137	143	147	208	232	1,437	143.7
September.....	130	113	131	108	219	133	131	*51	160	179	1,355	135.5
October.....	125	121	117	136	156	161	144	*X	132	165	1,257	125.7
November.....	152	109	139	206	160	214	132	56	194	266	1,628	162.8
December.....	60	132	167	128	178	219	183	160	185	209	1,621	162.1
Total...	1,361	1,083	1,469	1,932	2,078	1,892	2,009	1,360	2,707	2,540	18,521	1,852.1

*Yellow fever months.
Banner month—March, 1898.

Banner average month—March.
Banner year—1898.

1078 Recapitulation of ten-year statement of business handled from the territory of W. H. Connor, Commercial Agent, via Sunset Route.

	1890	1891	1892	1893	1894	1895	1896	1897	1898	1899	Total.	Yearly ave.
San Fran.....	236	158	244	233	382	333	419	344	936	685	3,970	330
Oakland.....	26	16	28	5	13	41	40	18	37	77	301	25
Stockton.....	12	2	13	14	11	11	84	13	38	26	224	22
San Jose.....	15	3	10	12	14	8	13	15	86	19	195	16
Los Angeles.....	37	27	35	82	92	152	122	82	184	129	942	94
Marysville.....	5	2	5	1	1	1	7	2	8	2	34	3
Sacramento.....	20	49	20	31	37	35	48	50	69	63	422	42
San Diego.....	•	1	•	3	6	4	5	1	2	3	25	2
State.....	25	45	28	24	52	26	52	53	294	199	798	79
Ore., Nev., etc.....	11	17	11	12	12	17	3	5	36	10	134	12
Total Merchandise	387 272	320 216	394 301	417 285	620 283	628 277	783 301	583 240	1,690 252	1,213 247	7,045 2,674	704 267
Total Calif.	659	536	665	702	903	905	1,094	823	1,942	1,460	9,719	971
Texas.....	584	409	648	1,079	1,076	897	893	420	496	809	7,311	731
New Mex.-												
Ariz.....	14	19	13	27	16	17	16	20	39	50	231	23
Mexico.....	84	72	90	87	47	42	68	50	205	214	959	95
Col., Cuba, Fla., etc....	20	47	23	37	36	31	28	47	25	7	301	30
Total....	702	547	774	1,230	1,175	987	1,005	537	765	1,080	8,802	880
Grand total..	1,361	1,083	1,469	1,932	2,078	1,892	2,099	1,360	2,707	2,540	18,521	1,852

1079 PETITIONER'S EXHIBIT (CONNOR) No. 67, OCTOBER 7, 1914.

Mileage.

California.		Oregon.	
Q. & C., New Orleans.....	836	C. & O., Chicago.....	285
S. P., San Francisco.....	2, 487	C. & NW., Omaha.....	491
	<hr/> 3, 323	U. P., Granger.....	854
C. & O., Chicago.....	285	O. S. L., Huntington.....	541
C. & NW., Omaha.....	491	O. W. R. & N., Portland.....	404
U. P., Ogden.....	1, 000		<hr/> 2, 575
S. P., San Francisco.....	783	C. & O., Chicago.....	285
	<hr/> 2, 559	C. & NW., Omaha.....	491
B. & O., St. Louis.....	342	U. P., Ogden.....	1, 000
R. I., El Paso.....	1, 246½	S. P., Roseville.....	678
S. P., San Francisco.....	1, 295	Roseville-Portland.....	664
	<hr/> 2, 883½		<hr/> 3, 115
Columbus, O.		Toledo, O.	
Cincinnati, B. & O.....	116	Cincinnati, C. H. & D.....	201
Chicago, Penna. Co.....	315	Chicago, L. S. & M. S.....	244
St. Louis, Penna. Co.....	422	St. Louis, Wabash.....	437
Cleveland, O.		Louisville, Ky.	
Cincinnati, Big Four.....	254	Chicago, Penna. Co.....	300
Chicago, L. S. & M. S.....	357	St. Louis, Sou. Ry.....	274
St. Louis, Big Four.....	537	New Orleans, I. C.....	787

1080 PETITIONER'S EXHIBIT (CONNOR) No. 68, OCTOBER 7, 1914.

California carloads.

Sept. 1st to Sept. 1st.	1901 to 1902	1902 to 1903	1903 to 1904	1904 to 1905	1905 to 1906	1906 to 1907	1907 to 1908	Total.
U. P.....	1,500	1,897	2,066	3,049	4,243	3,364	2,557	18,676
S. S.....	874	1,054	882	692	830	1,172	825	6,329
	2,374	2,951	2,948	3,741	5,073	4,536	3,382	25,005

1081 PETITIONER'S EXHIBIT (CONNOR) No. 69, OCTOBER 7, 1914.

January 1st, 1912, to December 31st, 1912.

California via—	Number cars.	Per cent.
Union Pacific.....	2,356	51
El Paso & Deming.....	1,239	27
New Orleans & Shreveport.....	671	14
California junctions.....	235	5
Other Texas junctions.....	85	2
Ogden Sou. Pac. only.....	61	1
	4,647	100
Union Pacific.....	2,356	50½
Sou. Pac.....	2,291	49½

1082 PETITIONER'S EXHIBIT (CONNOR) No. 70, OCTOBER 7, 1914.

Carloads to California (exclusive of Los Angeles and southern points) from Cincinnati territory.

	July, 1914.	Aug., 1914.	Sept., 1914.	Total.
Crisco.....	6	4	12	22
Whiskey.....	6	18	7	31
Auto trucks.....	3	4		7
Plate steel.....	3	3	2	8
Iron drums.....	4			4
Fireless cookers.....	½			½
Galvanized iron.....	6	6	6	18
Stoves.....	2			2
Packing-house products.....	23	18	16	57
Tin cans.....	1	85	14	100
Automobiles.....	6	18	33	57
Street cars.....	38	17	6	61
Machinery.....	10	14	6	30
Furniture.....	4	1	10	15
Vehicles.....	2		1	3
Gas cylinders.....	½			½
1083 Tile.....	3	2	2	7
Paper.....	4	1	2	7
Steam shovels.....	1	1		2

	July, 1914.	Aug., 1914.	Sept., 1914.	Total.
Clay pigeons.....	2	1		
Bottles.....	$\frac{1}{2}$			
Steel doors.....	$\frac{1}{2}$			
Glassware.....	4	3	1	
Pianos.....	2	4	1	
Wine.....	$\frac{1}{2}$			
Soap.....	$\frac{1}{2}$			
Truck poles.....	$\frac{1}{2}$			
Army cook outfits.....	1		6	
Iron pipe.....	8	1	1	
Starch.....	1	2		
Canned goods.....	5		17	
Bath tubs.....	2	1		
Wire.....	2		3	
Lamp chimneys.....	3	3	3	
Belting.....	3	1		
Veneer wood.....	1			
Fruit jars.....	1	1	2	
Bridge iron.....	3	1	6	
Chilled shot.....	$\frac{1}{2}$			
Road rollers.....	1	2	2	
1084 Lumber.....	$\frac{1}{2}$			
Brick.....	2		1	
H. H. goods.....	1	1		
Iron safes & vault work.....	1	2	1	
Cotton goods.....	$\frac{1}{2}$			
Enamelware.....	1		1	
Pig iron.....		$\frac{1}{2}$		
Wheelbarrows.....		$\frac{1}{2}$		
Locomotive crane.....		2		
Cash registers.....		1	2	
Pottery.....		$\frac{1}{2}$		
Live stock.....		3		
Agl. implements.....		3	3	
Tobacco.....		2		
Electrical goods.....		1	1	
Tin plate.....		3	1	
Tanks.....		$\frac{1}{2}$		
Mineral water.....		$\frac{1}{2}$		
Toys.....		1	1	
1885 Sand.....		$\frac{1}{2}$		
Stove pipe.....		$\frac{1}{2}$		
Building stone.....			14	
Earthenware.....			$\frac{1}{2}$	
Candles.....			1	
Syrup.....			1	
Stockfood.....			1	
Matches.....			1	
Seed.....			1	
Sweat pads.....			1	
Fencing.....			1	
Total.....	176	238	192	00

1086 PETITIONER'S EXHIBIT (MUNROE) No. 71, OCTOBER 8, 1914.

(Typewritten copy of agreement dated September 28, 1883. This agreement is the same as petitioner's Exhibit No. 18, and, pursuant to agreement of counsel at page 647 of the record, need not be copied.)



SKELETON PLAN THROUGH LINES

LEGEND

- Central Pacific R.R.
- Union Pacific R.R.
- Southern Pacific Co.
- Morgan Steamship Line
- Eastern Connections

Central Pacific R.R.-----
 Union Pacific R.R.-----
 Southern Pacific Co.-----
 Morgan Steamship Line.-----
 Eastern Connections-----

Union Pacific R.R.

Morgan Steamship L.

Eastern Connections
Huntsford Valley P.

1087 PETITIONER'S EXHIBIT (MUNROE) No. 72, OCTOBER 8, 1914.

(Typewritten copy of agreement dated November 8, 1883. This agreement is the same as petitioner's Exhibit No. 19, and, pursuant to agreement of counsel at page 647 of the record, need not be copied.)

1088 PETITIONER'S EXHIBIT (MUNROE) No. 73, OCTOBER 8, 1914.

Statement of freight interchanged with Southern Pacific Company at Ogden, Utah, for the fiscal years ending June 30, 1903 to 1914, inclusive:

Year.	U. P. received from.		U. P. delivered to.		Total.	
	Tons.	Union Pacific R. R. revenue.	Tons.	Union Pacific R. R. revenue.	Tons.	Union Pacific R. R. revenue.
1906....	511, 992	3, 348, 871. 01	582, 724	4, 051, 393. 88	1, 094, 716	7, 400, 264. 89
1907....	472, 615	3, 260, 096. 63	664, 794	4, 958, 384. 18	1, 137, 409	8, 218, 480. 81
1908....	492, 607	3, 376, 328. 75	617, 842	4, 492, 402. 76	1, 110, 449	7, 868, 731. 31
1909....	566, 823	4, 107, 010. 61	553, 460	3, 643, 679. 49	1, 120, 283	7, 750, 690. 10
1910....	591, 110	4, 377, 831. 93	672, 852	4, 149, 557. 64	1, 263, 962	8, 527, 389. 57
1911....	608, 206	4, 280, 709. 84	557, 347	3, 433, 054. 88	1, 165, 553	7, 713, 764. 72
1912....	623, 162	4, 197, 519. 32	501, 848	3, 218, 575. 25	1, 125, 010	7, 416, 094. 57
1913....	616, 421	3, 998, 077. 85	586, 964	3, 736, 170. 51	1, 203, 385	7, 734, 248. 36
1914....	609, 848	4, 142, 369. 82	540, 741	3, 567, 593. 52	1, 150, 589	7, 709, 963. 34

Compiled from Accounting Department Form No. 925.

1090 PETITIONER'S EXHIBIT No. 75, NOVEMBER 4, 1914.

UNITED STATES OF AMERICA,
DEPARTMENT OF THE INTERIOR.

Washington, D. C., October 22, 1914.

Pursuant to section 882 of the Revised Statutes I hereby certify that the annexed papers are true and correct copies of the originals as they appear of record and on file in this department.

In testimony whereof I have hereunto subscribed my name and caused the seal of the Department of the Interior to be affixed the day and year first above written.

[Seal, Department of the Interior.]

B. SWEENEY,

Assistant Secretary of the Interior.

P.

OFFICE OF THE SOUTHERN PACIFIC R. R. Co.,
San Francisco, Nov. 30th, 1866

Hon. the SECRETARY OF THE INTERIOR:

Your favor of the 29th ult. addressed to Hon. T. G. Phelps, president of this company, is received, and enclosed I send you certified copy, under seal of the company, of resolution accepting the provisions and conditions of the act of Congress referred to in your letter.

We trust that this will be found satisfactory, and that upon receipt hereof the request made in Mr. Phelps' letter of Sept. 28th, 1866 will be complied with.

I write this at request of Mr. Phelps.

Very respectfully, your obt. servt.,

CHAS. N. FOX,
Acting Secy. of S. P. R. R. Co.

1092 (Endorsement on back of preceding page:)

Rec'd Dec. 21, 1866. San Francisco, Nov. 30, 1866. Southern

Pac.

Chas. N. Fox, Actg. Sec'y.

Enclosed acceptance by the Southern Pac. R. R. Co. of the act of Congress.

Department of the Interior. Dec. 24, 1866.

L. G. Pac. R. R. Vol. 1. 120.

Ack. by chf. clerk Dec. 24, 1866. Also see letter to Mr. Fox and

Comr. Genl. L. O., dated Jan. 3/66.

1093 To the Hon. the President and the Secretaries of the several departments of the Government of the United States of America.

At a meeting of the board of directors of the "Southern Pacific Railroad Company" held at the office of said company in the city of San Francisco, in the State of California, on the twenty-fourth day of November, A. D. 1866, it was unanimously

"Resolved, That this company will and does hereby accept the terms, conditions, and impositions of the act of Congress of the United States entitled 'An act granting lands to aid in the construction of a railroad and telegraph line from the States of Missouri and Arkansas to the Pacific Ocean,' passed at the first session of the Thirty-ninth Congress, and that a copy of this resolution of acceptance, certified under the seal of this company, and signed by the president and secretary, be forwarded to and filed with the Secretary of the Interior."

1094 All of which we hereby certify. Witness our hands and the
 seal of said company this twenty-sixth day of November, A. D.

1866.

Southern Pacific Railroad Co.

CHAS. N. FOX,

Acting Secretary of the Southern Pacific R. R. Co.

T. G. PHELPS,

President of the Southern Pacific R. R. Co.

(Endorsement:)

Southern Pacific Railroad Co. "Resolution of acceptance."

1095 PETITIONER'S EXHIBIT No. 76, NOVEMBER 4, 1914.

4-207]

DEPARTMENT OF THE INTERIOR,

GENERAL LAND OFFICE,

Washington, D. C., October 22, 1914.

I hereby certify that the annexed copies of the letter of the Acting Secretary of the Interior of April 3, 1871, transmitting to this office the map filed by Chas. Crocker, showing the general route of the branch line of the Southern Pacific Railroad, and of the certificate indorsed upon said map and signed by said Crocker as president of the Southern Pacific Railroad Company, are true and literal exemplifications from the originals on file in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

D. K. PARROTT,

Acting Assistant Commissioner of the General Land Office.

Seal United States General Land Office.

1096

DEPARTMENT OF THE INTERIOR,

Washington, D. C., April 3d, 1871.

SIR: The 23d section of the act to incorporate the Texas Pacific Railroad, and for other purposes, approved March 3d, 1871, authorizes "the Southern Pacific Railroad Company to construct a line of railroad from a point at or near Tehachapa Pass, by way of Los Angeles, to the Texas Pacific Railroad at or near the Colorado River," with the same rights and privileges, and subject to the same limitations and restrictions, as were granted to said Southern Pacific Railroad Company of California by the act of July 27, 1866.

The accompanying map designating the route of said road from Tehachapa Pass, by way of Los Angeles to the Colorado River, has been filed by Charles Crocker, Esq., president of the company, with a request that the lands may be withdrawn, as provided in the 12th section of said act, "from preemption, private entry and sale."

You will issue the necessary order for a withdrawal of the lands within twenty miles, and along the route designated on said map.

Very respectfully, your obt. servant,

WALTER H. SMITH,
Acting Secretary.

HON. WILLIS DRUMMOND,
Commissioner of the General Land Office.

1097 To Hon. C. Delano, Secretary of the Interior, and Hon. Willis Drummond, Commissioner of General Land Office.

Please to take notice that this Map is filed by the Southern Pacific Railroad Company of California in the office of the Commissioner of the General Land Office in the Department of the Interior for the purpose of designating by the heavy red line traced thereon the general route of the line of railroad, as near as may be, "from a point at or near Tahatchapa Pass, by way of Los Angeles to the Texas Pacific Railroad at or near the Colorado River," adopted by the said Southern Pacific Railroad Company in pursuance of the power and authority granted to said company by the 23d section of the act of the Congress of the United States, entitled "An act to incorporate the Texas Pacific Railroad Company and to aid in the construction of its road, and for other purposes," approved March 3d, 1871, and in pursuance of the provisions of the act of July 27th, 1866, referred to in said 23d section, and for the purpose of obtaining the benefit of the provisions of said acts of Congress.

CHAS. CROCKER,
President Southern Pacific Railroad Company.

1098 PETITIONER'S EXHIBIT (GRIGGS) No. 77, APRIL 20, 1915.

House of Representatives. 55th Congress, 3d session. Document No. 238.

Indebtedness of Central Pacific and Western Pacific Railroads.
Report of the commissioners appointed to settle the indebtedness to the Government growing out of the issue of bonds in aid of the construction of the Central Pacific and Western Pacific Railroads.

February 20, 1899.—Referred to the Committee on Pacific Railroads and ordered to be printed.

WASHINGTON, D. C., February 15, 1899.

To the House of Representatives:

The undersigned commissioners, appointed by the deficiency appropriation act approved July 7, 1898, to settle the indebtedness to the Government growing out of the issue of bonds in aid of the

1099 construction of the Central Pacific and Western Pacific Rail-

roads, would respectfully report that they have concluded a settlement of the said indebtedness with the Central Pacific Railroad Company, the owner of the said railroads. A copy of the agreement of settlement is herewith transmitted.

The settlement is made as of the 1st day of February, 1899, at which date the amount due to the United States for principal and interest upon its subsidy liens upon the Central Pacific and Western Pacific railroads amounted to the sum of \$58,812,715.48, that being the full amount necessary to reimburse the United States for the moneys paid for interest or otherwise in aid of the construction of said railroads.

Said indebtedness is, by the agreement of settlement, funded at the amount aforesaid into twenty promissory notes, dated February 1, 1899, payable, respectively, on or before the expiration of each successive six months for ten years, each note being for the sum of \$2,940,635.78, which is one-twentieth of the total amount due. Said notes bear interest at the rate of 3 per cent per annum, payable semi-annually, and have a condition attached thereto to the effect that if default be made in any payment of either principal or interest of any of said notes or any part thereof, then all of said notes then outstanding, principal and interest, shall immediately become due and payable, notwithstanding any other stipulation of the agreement of settlement.

It is further provided that the payment of the principal and interest of said notes shall be secured by \$58,820,000 of face value first refunding mortgage 4 per cent gold bonds to be hereafter issued by the Central Pacific Railroad Company or its successor having title to the railroads now owned by said company and specified in said agreement, such bonds to be part of an issue of not exceeding \$100,000,000 in all.

Said bonds are to be secured by a mortgage upon all railroads, equipments, and terminals now owned by said Central Pacific Railroad Company, which mortgage shall be the first lien upon such property or shall be secured by the deposit as collateral security therefor of certain percentages of the now outstanding bonds upon said property or the different divisional parts thereof. The form of such mortgage is subject to the agreement of the parties to said agreement of settlement and has been approved by the Attorney General.

The agreement further provides that Speyer & Co., who are a party thereto, shall, within one month after the delivery to the United States of the settlement notes, accept from the Secretary of the Treasury the four earliest maturing notes and pay to the United States the face value thereof, with accrued interest

thereon to the date of payment, without recourse further than that Speyer & Co. shall, until the delivery of the refunding bonds as collateral, be entitled to share pro rata with the United States in the lien and all proceeds of the lien in favor of the United States to secure said indebtedness.

The said agreement was submitted in writing to the President and approved by him on the 15th day of February, and the said promissory notes have been duly delivered to the Treasurer of the United States.

Other provisions and particulars of said agreement will appear by a perusal thereof, to which reference is respectfully made.

The execution of the agreement was duly authorized by resolution of the board of directors of the Central Pacific Railroad Company and approved by the formal action and consent of a large majority of the stockholders.

The commissioners have not found it necessary to expend
1102 any part of the sum of \$20,000 appropriated for the expenses of the commission.

LYMAN J. GAGE,
Secretary of the Treasury.
CORNELIUS N. BLISS,
Secretary of the Interior.
JOHN W. GRIGGS,
Attorney General.

(The agreement appearing at this point is given as Exhibit A of defendants' answer, and pursuant to stipulation at page 2075 of the testimony, need not be copied as a part of this exhibit.)

State of California, city and county of San Francisco, ss:

On this 6th day of February, A. D. 1899, before me, E. B. Ryan, a notary public in and for the city and county of San Francisco, duly commissioned and sworn, personally appeared Isaac L. Requa, known to me to be the president, and W. M. Thompson, known to me
1103 to be the secretary, of the Central Pacific Railroad Company, the corporation described in and who executed the within and annexed instrument, and acknowledged to me that said corporation executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal at my office in the city and county of San Francisco the day and year in this certificate first above written.

[SEAL.]

E. B. RYAN,

*Notary Public in and for the City and County of
San Francisco, State of California.*